COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

REQUEST FOR PROPOSALS
For
Therapeutic Foster Care
FY 2019-2022

The County of Santa Barbara, Department of Behavioral Wellness (BWell) is pleased to issue this Request for Proposals (RFP) to identify Foster Family Agencies (FFAs) to provide, facilitate, and oversee Therapeutic Foster Care (TFC) services in Santa Barbara County.

Release Date: January 31, 2020
Responses Due By: 5:00 P.M. (PST) on February 28, 2020
Responses must be submitted via RFP 360
RFP 360 Link: https://bit.ly/38IDd3m

Responses not submitted timely or through RFP 360 will not be considered
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ATTACHED EXHIBITS

The following Exhibits must be completed and submitted with the proposal:

- Exhibit A – Proposal Contents
- Exhibit B – Budget Template
- Exhibit C – Cultural Competence Form
- Exhibit D – Certifications and Signature

The following Exhibits are informational:

- Exhibit E – Evaluation and Scoring Criteria
- Exhibit F – County Contract Standard Terms and Conditions
- Exhibit G – Bidders Conference Notification
1. Overview

A. Therapeutic Foster Care Services

The County of Santa Barbara Department of Behavioral Wellness (BWell) is seeking Proposals from properly licensed Foster Family Agencies (FFAs) to provide, facilitate, and oversee Therapeutic Foster Care (TFC) services for the Priority Population: children and youth under the age of 21 years placed in foster care by the Santa Barbara County Department of Social Services (DSS) or Santa Barbara County Probation Department (SBPD), who meet medical necessity for specialty mental health services (SMHS), and are at risk of entering a higher level of care, or are stepping down from a higher level of care (Priority Population).

BWell seeks to promote the provision of TFC services in Santa Barbara County by FFAs.

The TFC Service Model allows for the provision of short-term, intensive, highly coordinated, trauma informed services to children and youth who have complex emotional and behavioral needs. Under this model, the trained TFC parent serves a key role in the delivery of trauma-informed interventions for the foster child or youth under the close supervision of one of the FFA’s licensed clinicians.

B. Funding; Medi-Cal Reimbursement Settlement Process

These services will be funded as Early and Periodic Screening, Diagnosis and Treatment (EPSDT) SMHS using a combination of State Realignment and Federal Medicaid funding. EPSDT is a comprehensive and preventive child health program for individuals under the age of 21 years. (EPSDT was defined by law as part of the Omnibus Budget Reconciliation Act of 1989 (OBRA ’89) legislation and includes periodic screening, vision, dental, and hearing services. The EPSDT program consists of two mutually supportive, operational components:

1. Assuring the availability and accessibility of required health care resources; and
2. Helping Medicaid recipients and their parents or guardians effectively use these resources.)

At this time, a minimum of $300,000 of funding has been initially identified by BWell for TFC services, although additional funding will be allocated if the need for services exceeds this initial allocation. BWell will reimburse the FFA(s) at a negotiated rate based on the estimated cost incurred by the FFA(s) to provide the TFC services. The FFA(s) will receive interim payments based upon approved claims. Interim payments will be settled to the lower of cost, published charges, County maximum rate, and subject to the County Contract Maximum.

C. Background

The class action known as the Katie A. v. Bontà case sought systemic reform in the provision of mental health services for foster children and youth. As part of the settlement agreement, in 2011, the State of California agreed to make available intensive home based mental health services and intensive care coordination under Medi-Cal and cover parts of therapeutic foster
care services to Medi-Cal-eligible children/youth as needed. The passage of AB 403 Continuum of Care Reform (CCR) in 2015 further aimed to reform the foster care system in California by limiting the number of foster children placed in group homes and the amount of time they spend there. Following these two mandates, the California Department of Health Care Services (DHCS) Medi-Cal Manual for Intensive Care Coordination, In Home Based Services and Therapeutic Foster Care (DHCS Manual) was developed to guide counties in promoting more intensive services for foster children and youth who meet specialty mental health medical necessity criteria.

D. Contract Term.

BWell intends to award one or more contracts to the Bidder(s) selected as the most qualified responsible Bidder(s) whose responses conform to this RFP and meets the County’s requirements set forth in herein. The term of the contract will commence upon execution by the Chair of the Santa Barbara County Board of Supervisors and shall expire on June 30, 2022 unless otherwise terminated pursuant to the contract.

E. Proposal Timeline.

<table>
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<th>Event</th>
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<tr>
<td>Release of Request for Proposals</td>
<td>January 31, 2020</td>
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<tr>
<td>Bidders Conference</td>
<td>February 6, 2020 at 11:00 A.M. – noon (PST)</td>
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<tr>
<td>Deadline for Submission of Questions by Bidders</td>
<td>February 14, 2020 at 5:00 P.M. (PST)</td>
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<td>Deadline for BWELL’s Responses to Questions</td>
<td>February 21, 2020 at 3:00 P.M. (PST)</td>
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<tr>
<td>Deadline for Submission of Proposal</td>
<td>February 28, 2020 at 5:00 P.M. (PST)</td>
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<td>BWELL Review of Proposals</td>
<td>March 2- March 13, 2020</td>
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<td>Oral Interviews/Presentations, if applicable</td>
<td>Date TBD during March 2-March 13</td>
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<td>Notice of Intent to Award</td>
<td>March 18, 2020</td>
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<tr>
<td>Protest Submission Deadline</td>
<td>March 23, 2020 at 5:00 P.M. (PST)</td>
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<td>Board of Supervisors Review of Contract</td>
<td>TBD (Target – May 2020)</td>
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<td>Contract Start Date</td>
<td>TBD (Target – On or before July 1, 2020)</td>
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F. Questions.

Questions regarding the contents of this RFP must be submitted online via RFP 360 on or before the deadline stated above. To the extent possible, BWELL will answer all questions posed through RFP 360. All questions and answers will be posted on RFP 360. See Section 6.A for further details on RFP 360.
G. **RFP Contact Information.**

All correspondence is to be submitted via RFP 360. The contact person for this RFP is:

<table>
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<th>RFP TITLE:</th>
<th>Therapeutic Foster Care RFP FY 2019 - 2022</th>
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<tr>
<td>CONTACT:</td>
<td>Melanie Johnson, J.D., Contracts Manager, Department of Behavioral Wellness</td>
</tr>
<tr>
<td>CONTACT EMAIL:</td>
<td><a href="mailto:mejohnson@santa-barbara.ca.us">mejohnson@santa-barbara.ca.us</a></td>
</tr>
<tr>
<td>CONTACT PHONE:</td>
<td>Phone # 805-681-5121</td>
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2. **Bidder Minimum Qualifications**

A. **Eligible Bidders.**

Bidderare eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications and neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration (Debarred/Suspended). BWell will disqualify proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications, or if the Bidder fails to provide all information or documents requested in this RFP, or if Bidder or its principals are Debarred/Suspended. These disqualified proposals will not be evaluated by the Evaluation Committee and will not be eligible for the contract award under this RFP. BWell has the right to accept all or part of the proposed program model at its discretion.

B. **Bidder Minimum Qualifications.**

To be eligible to participate in this RFP, Bidders must successfully demonstrate in their Proposal how they meet the following Bidder Minimum Qualifications:

i. Be an FFA who meets licensure and accreditation requirements as established by the California Department of Social Services (CDSS) and who is able to approve homes and accept placements from Santa Barbara County DSS and SBPD;

ii. Maintain an administrative office within Santa Barbara County and provide homes located in Santa Barbara County for placement of the Priority Population. The local administrative office should be staffed sufficiently to ensure the successful provision of services; and

iii. Be currently certified (or have certification within six months of contract award) by the DHCS as a Medi-Cal SMHS provider in order to provide TFC services, certain SMHS components available under the EPSDT benefit, and an appropriate wide array of other SMHS to the Priority Population.

Note: TFC services shall not be provided until certified. If a selected Bidder is not certified within 6 months of contract award, BWell will not enter into a contract with
a selected bidder. If a selected Bidder is unable to be certified within 6 months, BWell may proceed to contract with the next highest scoring Bidders.

3. Purpose

A. Program Goals.

The overarching goal of the services sought by this RFP is the stabilization of, and the avoidance of a higher level of care for, foster children and youth, through delivery of TFC services in accordance with the TFC Service Model and DHCS Guidelines and by supporting the capacity of both FFAs and TFC parents to provide TFC services (Program).

B. Program Objectives.

The specific objectives of this Program are to:

i. Reduce the number of Short-Term Residential Therapeutic Programs (STRTP) placements;

ii. Provide step-down capacity from STRTP; and

iii. Provide ongoing training and support to TFC parents.

C. Contract with Foster Family Agencies (FFAs).

BWell will contract with successful Bidders to provide TFC services, including the recruitment, training, and supervision of TFC parents; client assessment and documentation; and the overseeing of plan development, rehabilitation, and collateral services.

D. DSS and SBPD Referrals.

DSS or SBPD will refer children and youth to the FFA to receive TFC services. The volume of referrals at this point is unknown, and may involve services in other counties. BWell does not guarantee that the service level required will reach maximum contract amounts.

E. Eligibility for Referral.

In order to receive a referral for TFC services, the child or youth may be at risk of losing the child/youth’s placement and/or being removed from the child/youth’s home as a result of the caregiver’s inability to meet the child’s/youth’s mental health needs; and, either:

i. There is recent history of services and treatment (e.g., Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS)) that have proven insufficient to meet the child’s/youth’s mental health needs, and the child/youth is immediately at risk of residential, inpatient, or institutional care; or

ii. The child or youth is transitioning from a residential, inpatient, or institutional setting to a community setting, and ICC, IHBS, and other intensive SMHS will not be sufficient to:
- Prevent deterioration,
- Stabilize the child or youth, or
- Support effective rehabilitation.

4. Scope of Work

The scope of work for awarded contracts from this RFP will include conformance with all of the following throughout the program period, as needed:

A. TFC Requirements.

Bidders are required to demonstrate the ability to provide, facilitate and oversee TFC services for the Priority Population including the following:

i. Manage and retain qualified staffing team, including a Licensed Practitioner of the Healing Arts (LPHA);

ii. Establish Memorandums of Understanding with DSS and/or SBPD to provide FFA services;

iii. Recruit, hire, and train TFC parents;

iv. Supervise and support TFC parents in plan development, rehabilitation, and collateral;

v. Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness for TFC parents;

vi. Be accessible 24 hours/day, 7 days per week, and provide a full range of services including but not limited to mental health services, case management and crisis intervention in the manner outlined in the TFC Service Model which allows for the provision of short-term, intensive, highly coordinated, trauma informed services to children and youth who have complex emotional and behavioral needs. Under this model, the trained TFC parent serves a key role in the delivery of trauma-informed interventions for the foster child or youth under the close supervision of one of the FFA’s licensed clinicians;

vii. Provide verification of clients’ Medi-Cal eligibility on a monthly basis;

viii. Complete data entry in a timely manner, as instructed, into the County’s electronic information management and claiming system (currently Gateway and ShareCare) or other County-approved system; and

ix. Provide verification of a completed Child Assessment of Needs and Strengths (CANS) and Pediatric Symptoms Checklist (PSC) for each new client.

To implement these services successfully, Bidders shall demonstrate and have the capability to conduct all of the activities listed below. Bidders must include in their proposal a description of their organization’s experience providing Medi-Cal billing. Bidder(s) agree by submittal of proposal(s) that they will comply with all of the following if awarded a contract(s):

i. Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies and procedures of BWel which are available on the BWel website: http://countyofsb.org/behavioral-wellness/policies.

ii. Complete all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.

iii. Meet requirements for providers and program site criteria as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Awarded Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification.

5. Bidder Experience, Ability and Plan


The Priority Population for this RFP includes children and youth under the age of 21 years placed in foster care by DSS or SBPD, who meet medical necessity criteria and are at risk of entering a higher level of care, or are stepping down from a higher level of care.

Successful Bidders will demonstrate knowledge, experience and understanding of the needs, risks, challenges and opportunities faced by this Priority Population. Bidders should present past strategies for addressing the mental health needs faced by the Priority Population and demonstrate experience in effectively implementing programs that promote positive client outcomes.

B. Service Delivery Approach.

The awarded Contractor(s) will provide TFC services to the Priority Population, in accordance with the TFC guidelines established by the DHCS Guidelines. Bidders can anticipate an average length of nine months for each TFC client. Services shall be office and home-based.

Bidders must describe their plan to deliver TFC services to clients, including:

i. When TFC services are triggered, and why;

ii. What these services look like on any given day, noting that every day may not be a TFC day;
iii. How the length of services is determined;
iv. Plan for addressing emergency/crisis situations;
v. Any particular interventions to be incorporated into services; and
vi. How the proposed practices align with DHCS Guidelines and meet the needs of the Priority Population.

Bidders must describe their plan to manage TFC parents. Services should include, among others:

i. Recruitment of TFC parents;
ii. Approval, annual evaluation, and re-approval of the TFC parents, following the Resource Family Approval (RFA) process;
iii. Pre-service training (minimum of 40 hours) and ongoing training of the TFC parents during services (24 hours), following the DHCS TFC Training Resource Toolkit (https://www.cibhs.org/publication/therapeutic-foster-care-tfc-training-resource-toolkit, December 2017);
iv. Close supervision and support of TFC parents in plan development, rehabilitation, and collateral services;
v. Review of TFC progress in coordination with the Child Family Team (CFT), at least every three months, and as needed; and
vi. Documentation (e.g. plan development, rehabilitation, and collateral services).

Successful Bidders will demonstrate knowledge of TFC practices and how to best deliver these services to the Priority Population. Bidders will be evaluated based on their description of services, including how well the proposed practices align with the DHCS Guidelines and meet the needs of the Priority Population.

The awarded Contractor(s) shall assume ultimate responsibility for overseeing the TFC services and ensuring completion of treatment plans.

TFC services do not include regular foster care costs such as reimbursement of room and board, foster care placement costs, and other foster care program related services (i.e., transportation and food). TFC services are not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except on the day of admission or discharge.

C. Planned Staffing and Organization.

Bidders shall include a staffing structure well matched to program services. An LPHA or Waivered or Registered Mental Health Professional (WRMP) will conduct clinical assessments, work with their clients and their families to develop, implement, and assess a treatment plan,
complete the relevant documentation, and direct the TFC parents in providing TFC services. An LPHA is required in the staffing plan to co-sign or sign off on treatment plan, and to co-sign daily progress notes.

Bidders shall demonstrate how they will build their capacity to provide these services, and describe how their current and planned organizational infrastructure will support the Bidder to successfully complete the required services, in particular given the unknown number of referrals.

Bidders shall also provide their proposed hourly rate for reimbursement of the SMHS.

D. Ability to Track Data.

The awarded Contractor(s) shall track data and outcomes for the purpose of reporting and for continuous quality improvement of services. The awarded Contractor(s) will track and report on at least the following measures:

i. Number of TFC days;

ii. Units of SMHS;

iii. Number of foster youth provided with TFC services;

iv. Number of TFC parents; and

v. Number of foster youth who enter a higher level of care (STRTP) after being placed in a TFC home.

Bidders shall demonstrate their experience and plan to track and report data and outcomes. Bidders may propose different benchmarks for outcomes and provide rationale for requested benchmarks. Bidders will be evaluated based on their experience and plan for meeting program outcomes as well as their ability to track client progress.

The awarded Contractor(s) will conduct annual program evaluations and report results to BWell using a BWell-approved template. BWell reserves the right to determine and to evaluate program measures and outcomes and work with the awarded Contractor to alter their program and outcome measures in subsequent years as needed to optimize delivery of services to the Priority Population in accordance with the program goals and objectives.

6. Submittal Instructions

A. Submit Proposal via RFP 360.

BWell uses RFP 360, an online RFP management software that automates the RFP process. The system is used to distribute RFPs, receive Bidders’ Statements of Qualifications, receive and respond to questions, and to review and evaluate responses. A Proposal in response to this RFP will only be accepted through this online system.
Submittal of a hard copy Proposal or by electronic means (e.g., emails, flash drives) will NOT be accepted. Interested Bidders must set up a digital Bidder profile in RFP 360 and complete and submit a Proposal to respond to this RFP. Once a profile is established, Bidders will be able to respond to any future RFPs issued by BWell without the need to re-enter basic Bidder details (e.g, name, address, contacts, etc.).

B. **Deadline for Submittal.**

A complete Proposal must be submitted through RFP 360 by **5:00 P.M. (PST) on February 28, 2020.** Late submissions will not be accepted.

C. **Proposal Content.**

To respond to this RFP, Bidders must complete and submit a Proposal via RFP 360. See **RFP Exhibit A (Proposal Content)** for a details about required information.

7. **General Provisions**

A. **Amendments/Addenda to RFP.**

BWell reserves the right to issue addenda or amendments to this RFP if BWell considers that changes are necessary or additional information is needed. Any Amendments/Addenda will be available on RFP 360.

B. **Incurred Costs.**

All costs incurred in the development, preparation, and submission of a Proposal in response to this RFP will be solely at the expense of the Bidders.

C. **Open Record Laws & Confidential Information**

All materials submitted in response to this RFP will become the property of the County of Santa Barbara and will not be returned. In addition, all materials submitted may be subject to open record laws and regulations such as the California Brown Act and the California Public Records Act, and therefore may be released, disclosed, and posted online, to and for the public. The County reserves the right, consistent with applicable laws, to make the final determination whether a proposal, or any portion of it, should be considered Confidential Information and not subject to disclosure. Bidder’s identification of a document as “Confidential” shall not be dispositive. In making a determination of whether the information is confidential, the County uses the definition of trade secret set forth in subdivision (d) Section 3426.1 of the California Civil Code which states "Trade secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." This provision does not apply to Confidential Information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to
others without similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process.

D. **No Commitment to Contract.**

The purpose of this RFP is to identify Bidders that are able to meet BWell’s specific requirements for TFC services. This RFP does not commit BWell to award a contract.

E. **Final Contracting Authority.**

The Santa Barbara County Board of Supervisors has final authority to approve contracts for special services and any contract over $200,000 on behalf of the County. Contracts shall be subject to the County’s standard terms and conditions, including MHP Terms and standard indemnification and insurance requirements (see *RFP Exhibit F*). Should the parties fail to agree on contract terms, or should Board approval be denied, this may result in re-negotiation of the contract, the re-advertisement of the RFP process or any other actions deemed appropriate by BWell.

F. **Best Value Evaluation.**

BWell realizes that criteria other than price are important and will award contract(s) based on the optimal combination of quality, price, contractual terms and various qualitative elements of required products and services.

G. **Right to Accept, Reject, Cancel or Waive**

Proposals must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. BWell reserves the right to accept or reject any or all proposals or any part thereof, or to waive any informalities or minor irregularities in the proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the services.

Common reasons for rejection include, but are not limited to: proposals that are conditional or incomplete, or that contain any alteration of form or other irregularities of any kind; proposals with defects or irregularities constituting material deviations from the submittal requirements; or failure to follow the prescribed format or deadlines. BWell also reserves the right to cancel this RFP in part or in its entirety.

H. **Additional Reservation of Rights.**

BWell further reserves the right to:

i. Reopen the RFP after the final submission date if, in its sole discretion, BWell determines that the Proposals received do not meet the guidelines or the intent of this RFP.
ii. Extend the deadline to submit Proposals for 30 days beyond the final submission deadline if the Proposal Timeline was for 40 days or less and only one responsive Proposal was received.

iii. Choose a Bidder who is not the lowest bidder.

iv. Award more than one contract.

I. **Local Vendor Preference Policy.**

Requested services will be funded with Federal funds, therefore no local vendor preference is allowable.

J. **Conflict of Interest.**

Bidder shall disclose to BWell any actual, apparent, or potential conflicts of interest that may exist relative to the services described herein this RFP. County retains the right to waive a conflict of interest disclosed by Bidder if County determines it to be immaterial. If awarded the contract, the selected Bidder will be required to refrain from and disclose subsequent potential conflicts throughout the performance period.

K. **Nondiscrimination.**

The County of Santa Barbara does not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment, and does not discriminate in the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.

County hereby notifies Bidders that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this RFP and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Bidder agrees to comply with said ordinance. Bidder also agrees to comply with the nondiscrimination provisions set forth in *RFP Exhibit F, County Contract Standard Terms and Conditions, MHP Subcontractor Terms.*

8. **Method of Evaluation**

A. **Evaluation Committee.**

Proposals will be evaluated by a 5-member committee comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content.

Responses will be evaluated and ranked in accordance with the criteria stated below and in *RFP Exhibit E (Evaluation and Scoring Criteria).*

The Evaluation Committee will recommend an award to the Bidder(s) who, in its opinion, has submitted a Proposal that best serves the overall interests of the County of Santa Barbara and attains the highest overall point score(s).
The award may not be to the Bidder(s) with the lowest price.

**B. Evaluation Criteria.**

All Proposals that pass the initial evaluation criteria which are determined on a pass/fail basis will be evaluated by the Evaluation Committee. The Evaluation Committee will score and recommend a Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for recommendation shall be within the sole judgment and discretion of the Evaluation Committee.

The Evaluation Committee will evaluate Bidders’ proposals using the criteria described in RFP Exhibit E (Evaluation and Scoring Criteria).

**C. Oral Interview/Presentations.**

The Evaluation Committee may invite the highest-ranking Bidders, as determined through the evaluation process, to give a presentation and discuss their proposal with the Evaluation Committee. If the Evaluation Committee elects to extend invitations for oral interviews/presentations, the Bidders selected for presentations will be provided with written guidance regarding the amount of time allocated for the interview/presentation, the format of the interview/presentation and how the presentations will be scored.

**D. Award Procedures.**

The Evaluation Committee will submit its recommendations to the BWell Director. Upon approval of the BWell Director, a Notice of Intent to Award will be issued.

A contract, in form and content similar to RFP Exhibit F, will be negotiated with the selected Bidder(s).

The final contract(s) will be submitted to the County Board of Supervisors for review and approval.

It is the intent of BWell to have contract(s) in effect on or before July 1, 2020.

**9. Protests**

**A. Purpose and Applicability.**

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by BWell concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by BWell. Such protests shall be applicable only to procurements wherein BWell requests bids or proposals financed in whole or in part by public funds.

A protestor has the burden of proof that BWell has committed an error in the bid process sufficiently material to justify invalidation of the award. An example of a material error would be,
among others, failure to follow the provisions of its own bid document. When scores of an Evaluation Committee are at issue, more than the opinion of the protestor that scores should have been different, or that different scores could have been awarded based on the same information, is required to invalidate scoring decisions.

B. Grounds for Protest.
   i. A Bidder to the RFP may protest to BWell the award of the contract to another Bidder if:
      a. The Protestor has reason to believe that free and open competition does not exist;
      b. There has been a violation of federal, state, or local law or regulation during the procurement process;
      c. The Evaluation Committee’s failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published; or
      d. Changes to evaluation criteria made during the evaluation process.

   ii. There is no basis for protest if:
      a. BWell rejects all bids or proposals;
      b. The protestor was not a Bidder;
      c. The protest was not submitted timely or in accordance with these procedures;
      d. The protestor has not alleged that it is the lowest responsible bidder or highest-scored proposer; or
      e. The protestor is not in a position to make a supportable assertion that it should have been the lowest responsible Bidder or the highest-scored Bidder.

C. Procedure.
   i. A protest must be submitted on RFP 360 within five (5) calendar days following the date of the Notice of Intend to Award, and no later than 5:00 p.m. on the fifth day. Protests received after that time shall not be considered. Protest information and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest.

   ii. All protests received within the protest submission deadline shall be examined by the BWell Director. The BWell Director shall evaluate the protest and, within fourteen calendar days of the date the protest was filed on RFP 360, issue a written decision to the Protestor and any other interested parties. No additional material shall be accepted for consideration during the protest review unless specifically
requested in writing by BWell. If applicable, BWell may attempt to resolve the protest with the protestor.

iii. If a) the BWell Director elects to not attempt such resolution, or b) resolution is attempted but not achieved, or c) the protestor disagrees with the BWell Director’s written decision or does not receive a decision within 14 days from submission of the protest, the protesting party may appeal to the Santa Barbara County Board of Supervisors within twenty-one (21) calendar days, but no later than thirty-five (35) calendar days after the protestor has submitted its protest. Protestor’s failure to appeal to the Board within the applicable timeframe shall be a waiver of any other rights to protest the award.

iv. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period. The Board may elect to appoint a subcommittee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.

v. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. BWell shall notify the protestor in writing of the Board’s decision.

vi. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

D. Suspension of Procurement.

Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:

a. The goods or services being procured are urgently required;

b. Delivery or performance will be unduly delayed by failure to make an award promptly;

c. Failure to make prompt award will result in termination of a critical County function or activity or otherwise cause undue harm to the County; or

d. The BWell Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.
EXHIBIT A
PROPOSAL CONTENT

This section describes the information that Bidders must complete and submit in response to this RFP. This information must be submitted through RFP 360.

Overview:

1. General Information / Bidder Profile
2. Ability to Meet Minimum Qualifications
3. Scope of Work
   a. TFC Requirements
   b. Medi-Cal Billing, Clinical and Quality Assurance Requirements
4. Bidder Experience, Ability and Plan
   a. Understanding of the Priority Population
   b. Experience with Priority Population
   c. Service Delivery Approach
   d. Planned Staffing and Organization
   e. Ability to Track Data
5. References
6. Required Documents:
   □ Budget (using the Excel Budget Template provided in RFP Exhibit B)
   □ Most recent audited annual report
   □ Staffing Structure/Organizational Chart
   □ Cultural Competence Form (see RFP Exhibit C)
   □ Certifications and Signature (see RFP Exhibit D)
PROPOSAL CONTENT

1. General Information/Bidder Profile

a. Bidder Name:
   Address:
   Street:
   City:
   State: Zip Code:

Primary Contact Information:

   Name:
   Title:
   Work Phone: (     ) - Ext.
   E-mail Address:

b. Webpage:

c. Federal Identification Number (Tax ID):

d. Years in Operation:

e. Type of Entity / Organizational Structure (check one):
   
   ☐ Corporation  ☐ Joint Venture
   ☐ Limited Liability Partnership ☐ Partnership
   ☐ Limited Liability Corporation ☐ Non-Profit / Church
   ☐ Other: ____________________________________________

f. Jurisdiction of Organization Structure:

    

g. Attach a copy of your most recent audited annual report.

h. Attach a copy of your budget using the Budget Template in RFP Exhibit B.
2. Bidder Minimum Qualifications

Describe how your organization meets the Minimum Qualifications:

a. Be an FFA who meets licensure and accreditation requirements as established by the California Department of Social Services (CDSS) and who is able to approve homes and accept placements from Santa Barbara County DSS;

b. Maintain an administrative office within Santa Barbara County and provide homes located in Santa Barbara County for placement of the Priority Population. The local administrative office should be staffed sufficiently to ensure the successful provision of services; and

c. Be currently certified (or have certification within 6 months of contract award) by the California Department of Health Care Services (DHCS) as a Medi-Cal specialty mental health services (SMHS) provider in order to provide Therapeutic Foster Care (TFC) services, certain SMHS components available under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit, and an appropriate wide array of other SMHS to the Priority Population.

Note: TFC services shall not be provided until certified. If a selected Bidder is not certified within 6 months of contract award, BWell will not enter into a contract with a selected bidder. If a selected Bidder is unable to be certified within 6 months, BWell may proceed to contract with the next highest scoring Bidders.

3. Scope of Work

a. TFC Requirements

Provide detailed information about how your organization will provide services to comply with TFC Requirements discussed in the Scope of Work section in this RFP:

i. Manage and retain qualified staffing team, including a Licensed Practitioner of the Healing Arts (LPHA);

ii. Establish Memorandums of Understanding with DSS and/or SBPD to provide FFA services;

iii. Recruit, hire, and train TFC parents;

iv. Supervise and support TFC parents in plan development, rehabilitation, and collateral;

v. Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness for TFC parents;

vi. Be accessible 24 hours/day, 7 days per week, and provide a full range of services including but not limited to: mental health services, case management and crisis intervention in the manner outlined in the TFC Service Model which
allows for the provision of short-term, intensive, highly coordinated, trauma informed services to children and youth who have complex emotional and behavioral needs. Under this model, the trained TFC parent serves a key role in the delivery of trauma-informed interventions for the foster child or youth under the close supervision of one of the FFA’s licensed clinicians;

vii. Provide verification of clients’ Medi-Cal eligibility on a monthly basis;

viii. Complete data entry in a timely manner, as instructed, into the County’s electronic information management and claiming system (currently Gateway and ShareCare) or other County-approved system; and

ix. Provide verification of a completed Child Assessment of Needs and Strengths (CANS) and Pediatric Symptoms Checklist (PSC) for each new client.

b. Medi-Cal Billing, Clinical and Quality Assurance Requirements

Describe your organization’s experience providing Medi-Cal billing.

Describe your organization’s ability to comply with the following requirements discussed in the Scope of Work Section:

i. Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies and procedures of BWell which are available on the BWell website: [http://countyofsfb.org/behavioral-wellness/policies](http://countyofsfb.org/behavioral-wellness/policies).

ii. Complete all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.

iii. Meet requirements for providers and program site criteria as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Awarded Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification.

4. Bidder Experience, Ability and Plan

The Priority Population for this RFP includes children and youth under the age of 21 years placed in foster care by Santa Barbara County DSS or the Santa Barbara Probation Department, who meet medical necessity criteria and are at risk of entering a higher level of care, or are stepping down from a higher level of care.
a. Understanding of the Priority Population

Describe in detail your organization's knowledge, understanding of and experience with the Priority Population including:

i. Mental health needs; and

ii. Risk factors, challenges, and opportunities faced by the Priority Population.

b. Experience with Priority Population

Describe your organization's experience working with the Priority Population including:

i. Serving as an FFA;

ii. Demonstrated experience providing mental health services to the Priority Population;

iii. Demonstrated experience implementing strategies for addressing the mental health needs faced by the Priority Population; and

iv. Demonstrated experience in effectively implementing programs that promote positive client outcomes.

c. Service Delivery Approach

Describe your plan to deliver TFC services to clients, including:

i. When TFC services are triggered, and why;

ii. What TFC services look like on any given day, noting that every day may not be a TFC day;

iii. How the length of services is determined;

iv. Plan for addressing emergency/crisis situations;

v. Any particular interventions to be incorporated into services; and

vi. How the proposed practices align with DHCS Guidelines and meet the needs of the Priority Population.

Describe your plan to manage TFC parents, including:

i. Recruitment of TFC parents;

ii. Approval, annual evaluation, and re-approval of the TFC parents, following the Resource Family Approval (RFA) process;
iii. Pre-service training (minimum of 40 hours) and ongoing training of the TFC parents during services (24 hours), following the DHCS TFC Training Resource Toolkit (https://www.cibhs.org/publication/therapeutic-foster-care-tfc-training-resource-toolkit, December 2017);

iv. Close supervision and support of TFC parents in plan development, rehabilitation, and collateral services;

v. Review of TFC progress in coordination with the Child Family Team (CFT), at least every three months, and as needed; and

vi. Documentation (e.g. plan development, rehabilitation, and collateral services).

d. Planned Staffing and Organization

Provide a planned staffing structure including:

i. Proposed staffing chart for those who will be providing TFC services, include management and supervisory positions.

ii. Indicate position title, linguistic and cultural skills, education, experience, and certifications.

Describe your organization’s capacity to provide TFC services, including:

i. Description of current program services and how TFC will be integrated into your existing organizational structure and services;

ii. The plan to increase TFC capacity to start providing services by the planned contract start date; and

iii. Proposed hourly rate for SMHS.

e. Ability to Track Data

Describe, in detail:

i. Experience and plan to track data and outcomes, including plan for collecting data specified in this RFP and tracking outcomes for quality improvement.

ii. Plan for tracking deliverables and client level data, including data collection systems to be used and experience with data collection and reporting.

iii. Any proposed different benchmarks for outcome and rationale for requested benchmarks.
5. References

Provide a minimum of three (3) references for which your organization has provided services similar to those described in this RFP. References shall include: entity name and address, contact person’s name, title, phone number and email address, and term of contract.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

<table>
<thead>
<tr>
<th>Entity Name/Address</th>
<th>Reference Contact Person’s Name/Title</th>
<th>Phone Number/Email Address</th>
<th>Dates services provided (from/through*)</th>
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*Enter "Present" if still providing the services (Example: 10/08/19 through present).

6. Required Documents.

Please upload the following required documents:

- Budget (using Excel budget template provided in Exhibit B)
- Most recent audited annual report
- Staffing Structure/Organizational Chart
- Cultural Competence form (see RFP Exhibit C)
- Certifications and Signature (see RFP Exhibit D)
**EXHIBIT B BUDGET TEMPLATE**

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet

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### REVENUE SOURCES:

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</tbody>
</table>
Bidder Name: 

Identify the Agency’s ability to provide language, gender, and culturally **specific to the RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
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<tbody>
<tr>
<td>Language, Gender and Culturally Competence</td>
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<td>Name of Agency that you have an arrangement with to respond to these referrals</td>
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<td>Included in staffing work plan</td>
<td>Not included in staffing work plan. Explain below</td>
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<td>Latino Staff</td>
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<td>Asian American Staff</td>
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<td>Pacific Islander Staff</td>
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<td>Formerly homeless staff or staff in recovery</td>
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<td>Others:</td>
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</table>
Certifications and Signature

The following statements are incorporated into Bidder’s response to this RFP:

1. The offer made in the proposal is firm and binding for twelve (12) months from the date the proposal is opened.

2. All aspects of the proposal, including cost, have been determined independently, without consultation with any other Bidder or competitor for the purpose of restricting competition.

3. Bidder has reviewed the RFP, County Contract Standard Terms and Conditions, including MHP Terms and Insurance Requirements in their entirety and have no exceptions to any requirements, terms, or conditions.

4. Bidder agrees to provide BWell with any other information BWell determines is necessary for an accurate determination of the Bidder’s ability to perform the services as proposed.

5. Certification Regarding Debarment or Suspension.
   a. In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Bidders submitting a response to this RFP:
      i. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration.
      
      ii. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

   b. The Bidder shall provide immediate written notice to the BWell Contact Person identified in this RFP if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
EXHIBIT D
CERTIFICATIONS AND SIGNATURE

c. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to the County of Santa Barbara government, BWell may terminate the contract resulting from this solicitation for default.

d. Bidder affirms that it has no record of recent unsatisfactory performance with County of Santa Barbara, during the past twenty-four (24) months at a minimum.

6. Bidder has no actual, apparent, or potential conflicts of interest relative to the services described herein or, I have disclosed all actual, apparent, or potential conflict of interest to BWell on the attached Conflicts of Interest Statement.

Certification: I hereby certify that I have authorization to attest to the foregoing statements and to submit this proposal on behalf of the organization; and that to the best of my knowledge, the information contained in this proposal are true and correct.

SIGNATURE: ____________________________________________
Authorized Representative
Date: ________________

Bidder Name: ____________________________________________
Address ____________________________________________
Telephone # ( ) ________________
Contact: ____________________________________________

Name of Authorized Representative: ____________________________
(Print Name)

Title of Authorized Representative: ____________________________
(Print Title)
EXHIBIT E
EVALUATION AND SCORING CRITERIA

Therapeutic Foster Care Services

All contact during the evaluation phase shall be through RFP 360 to the County contact person only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Evaluation Committee may result in disqualification of Bidder.

The Evaluation Committee may be composed of County staff and other individuals who may have expertise or experience in the RFP content. The Evaluation Committee shall score and recommend a Contractor(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for recommendation shall be within the sole judgment and discretion of the Evaluation Committee.

The evaluation process consists of the following steps:

Step 1 Technical Review.

All proposals that pass the Technical Review which is determined on a pass/fail basis shall be evaluated by the Evaluation Committee.

Step 2 Proposal Review

Proposals shall be evaluated according to the Evaluation Criteria and point scale shown below. The scores for all the Evaluation Criteria shall be added to arrive at a score for each proposal. A proposal with a high total shall be deemed of higher quality than a proposal with a lesser total. The final maximum score for any proposal is 100 points.

The Evaluation Committee may elect to follow a two-stage Proposal Review process that includes an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview/presentations. If a two-stage approach is followed, the three Bidders that receive the highest preliminary scores and with at least 65 points will be invited to participate in an oral interview/presentation.

Only the Bidders meeting the short list criteria shall proceed to the next stage. All other Bidders shall be deemed eliminated from the process. All Bidders will be
notified of the short list participants; however, the preliminary scores at that time shall not be communicated to Bidders.

The Bidders selected for presentations will be provided with written guidance regarding the amount of time allocated for the Oral Interview/Presentation, the format of the Oral Interview/Presentation and how the presentations will be scored. The Oral Interview/Presentation will be scored and the points added to the preliminary scores to arrive at a final total score.

Step 3 Recommendation to BWell Director

The Evaluation Committee submits its recommendations to the BWell Director who will make final award decisions.
## SCORING OVERVIEW

<table>
<thead>
<tr>
<th>Section</th>
<th>Max. Points Subsection</th>
<th>Maximum Points for Section</th>
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</thead>
<tbody>
<tr>
<td>1. Bidder Profile</td>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2. Completeness of Response</td>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>3. Debarment/Suspension</td>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>4. Bidder Minimum Qualifications</td>
<td></td>
<td>Meets/Does Not Meet</td>
</tr>
<tr>
<td>5. Required Documents</td>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>6. Scope of Work</td>
<td></td>
<td>Section 6 Score: 30 pts.</td>
</tr>
<tr>
<td>a. TFC Requirements</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>b. Medi-Cal Billing, Clinical and Quality Assurance</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>7. Bidder Experience, Ability and Plan</td>
<td></td>
<td>Section 7 Score: 60 pts.</td>
</tr>
<tr>
<td>a. Understanding of the Priority Population</td>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>b. Experience with the Priority Population</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>c. Service Delivery Approach</td>
<td>20 points:</td>
<td></td>
</tr>
<tr>
<td>i. Service to Clients</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>ii. Management of TFC Parents</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>d. Planned Staffing and Organization</td>
<td>10 points:</td>
<td></td>
</tr>
<tr>
<td>i. Planned Staffing Structure</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>ii. Capacity and Organizational Infrastructure</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>e. Ability to Track Data</td>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>8. Budget</td>
<td></td>
<td>Section 8 Score: 5 pts</td>
</tr>
<tr>
<td>9. References</td>
<td></td>
<td>Section 9 Score: 5 pts</td>
</tr>
</tbody>
</table>

**MAXIMUM POINTS AVAILABLE:** 100

**Note:** If Oral Interviews/Presentations are held, additional points will be available. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and the points added to the preliminary scores to arrive at a final total score.
## Evaluation Step 1 – Technical Review

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BIDDER PROFILE</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2. COMPLETENESS OF RESPONSE</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>3. DEBARMENT/SUSPENSION</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>4. BIDDER MINIMUM QUALIFICATIONS</td>
<td>Meets/Does Not Meet</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Must be a FFA who meets licensure and accreditation requirements as established by the California Department of Social Services (CDSS) and who is able to approve homes and accept placements from Santa Barbara County DSS;</td>
<td>Meets/Does Not Meet</td>
</tr>
<tr>
<td>ii. Must maintain an administrative office within Santa Barbara County and provide homes located in Santa Barbara County for placement of the targeted population. The local administrative office should be staffed sufficiently to ensure the successful provision of services; and</td>
<td>Meets/Does Not Meet</td>
</tr>
<tr>
<td>iii. Be currently certified (or have certification within 6 months of contract award) by the California Department of Health Care Services (DHCS) as a Medi-Cal specialty mental health services (SMHS) to provide TFC services and certain SMHS components available under the EPSDT benefit; and an appropriate wide array of other SMHS</td>
<td>Meets/Does Not Meet</td>
</tr>
<tr>
<td>5. REQUIRED DOCUMENTS</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>i. Budget (using the Excel Budget Template provided in RFP Exhibit B)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>ii. Most recent audited annual report</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>iii. Staffing Structure/Organizational Chart</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>iv. Cultural Competence Form (see RFP Exhibit C)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>v. Certifications and Signature (see RFP Exhibit D)</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>
## Evaluation Step 2 – Proposal Review

### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>6. SCOPE OF WORK (30 points)</th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. TFC Requirements (15 points)</strong></td>
<td>(15)</td>
</tr>
<tr>
<td>Bidder’s demonstrated ability to comply with TFC Requirements, including:</td>
<td></td>
</tr>
<tr>
<td>i. Manage and retain qualified staffing team, including a Licensed Practitioner of the Healing Arts (LPHA);</td>
<td></td>
</tr>
<tr>
<td>ii. Establish Memorandums of Understanding with DSS and/or SBPD to provide FFA services;</td>
<td></td>
</tr>
<tr>
<td>iii. Recruit, hire, and train TFC parents;</td>
<td></td>
</tr>
<tr>
<td>iv. Supervise and support TFC parents in plan development, rehabilitation, and collateral;</td>
<td></td>
</tr>
<tr>
<td>v. Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness for TFC parents;</td>
<td></td>
</tr>
<tr>
<td>vi. Be accessible 24 hours/day, 7 days per week, and provide a full range of services in the manner outlined in the TFC Service Model including but not limited to: mental health services, case management and crisis intervention;</td>
<td></td>
</tr>
<tr>
<td>vii. Provide verification of clients’ Medi-Cal eligibility on a monthly basis;</td>
<td></td>
</tr>
<tr>
<td>viii. Complete data entry in a timely manner, as instructed, into the County’s electronic information management and claiming system (currently Gateway and ShareCare) or other County-approved system; and</td>
<td></td>
</tr>
<tr>
<td>ix. Provide verification of a completed Child Assessment of Needs and Strengths (CANS) and Pediatric Symptoms Checklist (PSC) for each new client.</td>
<td></td>
</tr>
<tr>
<td><strong>B. Medi-Cal Billing, Clinical and Quality Assurances (15 points)</strong></td>
<td>(15)</td>
</tr>
<tr>
<td>i. Experience with Medi-Cal billing</td>
<td></td>
</tr>
<tr>
<td>ii. Demonstrated ability to independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies and procedures of</td>
<td></td>
</tr>
</tbody>
</table>
## EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>POSSIBLE POINTS</th>
<th>BWELL which are available on the BWELL website: <a href="http://countyofsb.org/behavioral-wellness/policies">http://countyofsb.org/behavioral-wellness/policies</a>.</th>
</tr>
</thead>
<tbody>
<tr>
<td>iii.</td>
<td>Demonstrated ability to complete all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.</td>
</tr>
<tr>
<td>iv.</td>
<td>Demonstrated ability to meet requirements for providers and program site criteria as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol.</td>
</tr>
</tbody>
</table>

### 7. BIDDER EXPERIENCE, ABILITY AND PLAN (60 points)

#### A. Understanding of the Priority Population (15 points)
Bidder’s demonstrated understanding of the Priority Population, including:

- i. Mental health needs; and
- ii. Risk factors, challenges, and opportunities faced by the Priority Population.

#### B. Experience with the Priority Population (10 points)
Bidder’s demonstrated experience with the Priority Population, including:

- i. Serving as an FFA;
- ii. Providing mental health services to the Priority Population;
- iii. Implementing strategies for addressing the mental health needs faced by the Priority Population; and
- iv. Effectively implementing programs that promote positive client outcomes

#### C. Service Delivery Approach (20 points)

- i. Service Delivery to Clients (10 points).

  Feasibility of Bidder’s plan to deliver TFC services to the needs of the Priority Population, including:

  - When TFC services are triggered, and why;
## EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
</table>

- What TFC services look like on any given day, noting that every day may not be a TFC day;
- How the length of services is determined;
- Plan for addressing emergency/crisis situations;
- Any particular interventions to be incorporated into services; and
- How the proposed practices align with DHCS Guidelines and meet the needs of the Priority Population.

### ii. Management of TFC Parents (10 points)

Effectiveness of Bidder’s plan for training and management of TFC parents, including:

- Recruitment of TFC parents;
- Approval, annual evaluation, and re-approval of the TFC parents;
- Pre-service training (minimum of 40 hours) and ongoing training of the TFC parents during services (24 hours), following the DHCS TFC Training Resource Toolkit;
- Close supervision and support of TFC parents in plan development, rehabilitation, and collateral services;
- Review of TFC progress in coordination with the Child Family Team (CFT), at least every three months, and as needed; and
- Documentation (e.g. plan development, rehabilitation, and collateral services).

### D. Planned Staffing and Organization (10 points)

#### i. Planned Staffing Structure (5 points)

- How well do proposed staff match the program requirements?
- How well qualified is Bidder’s staff?
<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ How well does Bidder demonstrate how staff will reflect Priority Populations and have language and cultural capacity?</td>
<td></td>
</tr>
<tr>
<td>□ Description of current program services and how TFC will be integrated into Bidder’s existing organizational structure and services;</td>
<td></td>
</tr>
<tr>
<td>□ The plan to increase TFC capacity to start providing services by the planned contract start date; and</td>
<td></td>
</tr>
<tr>
<td>□ Proposed hourly rate for SMHS.</td>
<td></td>
</tr>
<tr>
<td>□ Capacity and Organizational Infrastructure (5 points)</td>
<td>(5)</td>
</tr>
<tr>
<td>□ Experience and plan to track data and outcomes, including plan for collecting data specified in this RFP and tracking outcomes for quality improvement.</td>
<td></td>
</tr>
<tr>
<td>□ Plan for tracking deliverables and client level data, including data collection systems to be used and experience with data collection and reporting.</td>
<td></td>
</tr>
<tr>
<td>□ Bidder’s proposed different benchmarks for outcome and rationale for requested benchmarks, if applicable.</td>
<td></td>
</tr>
</tbody>
</table>

**E. Ability to Track Data (5 points)**

| □ Experience and plan to track data and outcomes, including plan for collecting data specified in this RFP and tracking outcomes for quality improvement. | |
| □ Plan for tracking deliverables and client level data, including data collection systems to be used and experience with data collection and reporting. | |
| □ Bidder’s proposed different benchmarks for outcome and rationale for requested benchmarks, if applicable. | |

8. BUDGET (5 points) 5

9. REFERENCES (5 points) 5

**TOTAL POINTS:** 100

*ADDITIONAL POINTS, IF APPLICABLE:

10. ORAL INTERVIEW/ PRESENTATION

If Oral Interviews/Presentations are held, additional points will be available. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and the points added to the preliminary scores to arrive at a final total score.

**OVERALL TOTAL POINTS:** TBD
EXHIBIT F
COUNTY CONTRACT STANDARD TERMS AND CONDITIONS

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and CONTRACTOR with an address at ADDRESS, CITY, STATE, ZIP (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.
Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. CONTACT NAME at phone number CONTACT PHONE NUMBER is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.
Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Contractor: CONTACT NAME, TITLE
CONTRACTOR’S NAME
CONTRACTOR’S ADDRESS
or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.**

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.**

Contractor shall commence performance on DATE {add start date x/xx/xxxx} and end performance upon completion, but no later than DATE {add end date x/xx/xxxx} unless otherwise directed by County or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.**

In full consideration for Contractor’s services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. **INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers’ compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor’s employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. **STANDARD OF PERFORMANCE.**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor
delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. **DEBATEMENT AND SUSPENSION.**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. **CONFLICT OF INTEREST.**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance
Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as “Copyrightable Works and Inventions”). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of a third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County’s name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County’s property, documents, and information provided for Contractor’s use in connection with the services shall remain County’s property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County’s prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers,
reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as “Records”), at any time by County, DHCS, CMS, Department of General Services, Bureau of State Audits, HHS Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees (“Authorized Representative”) (hereinafter referred to as “Audit”).

B. Any such Audit shall occur at the Contractor’s place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.

D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.

E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.

F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 CFR 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.

G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices,
hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**H.** The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.

**I.** Contractor agrees to include a similar right to Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.

**J.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys’ fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. **INDEMNIFICATION AND INSURANCE.**
Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.**
County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A - Statement of Work to this Agreement.

17. **NONEXCLUSIVE AGREEMENT.**
Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. **NON-ASSIGNMENT.**
Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**
   **A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for
nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**
   
i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

   ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County’s then-current funding period.

   iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status
of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. **Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. **SECTION HEADINGS.**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT.**
No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor’s address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
30. **AUTHORITY.**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. **SURVIVAL.**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE.**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. **COMPLIANCE WITH HIPAA.**

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. **COURT APPEARANCES.**

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor’s staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. **MANDATORY DISCLOSURE.**

   **A. Prohibited Affiliations**

   1. Contractor shall not knowingly have any prohibited types of relationships with the following:

      i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

      ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 18420)(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)

3. The relationships described in paragraph A of this section, are as follows:

   i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

   ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

   iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.61 O(c)(3).)

   iv. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

   v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

   vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the
value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:

i. The name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

ii. The name and address of any person (individual or corporation) with an ownership or control interest in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

iii. Date of birth and Social Security Number (in the case of an individual).

iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.

vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.

vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.

viii. Is a partner in a Disclosing Entity that is organized as a partnership

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 CFR 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor’s property or assets.

4. **Business Transactions. (42 CFR 455.105).**

Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35
days of the date on a request by County or the Secretary of DHCS full and complete information about:

i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. Crimes

i. Violations of Criminal Law. Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321.)

ii. Persons Convicted of Crimes Related to Federal Health Care Programs. Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee’s criminal convictions prior to entering into this Agreement and at any time upon County’s request:

   a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

   b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.1 06(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101

iii. Timing for Disclosures of Crimes. The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS’ request.

C. Lobbying. Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachments 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachments 2, of this Agreement.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed
by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

D. Remedies.

1. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.

i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this Section Mandatory Disclosures, or under 42 CFR §420.205 (Medicare requirements for disclosure).

ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.

iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

2. Other Remedies.

County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor’s failure to provide required disclosures.

36. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
37. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**
Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

38. **PRIOR AGREEMENTS.**
Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.
EXHIBIT X

Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys’ fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR’s indemnification obligation applies to COUNTY’s active as well as passive negligence but does not apply to COUNTY’s sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
   Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by
the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – 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 A.M. Best’s Insurance Guide rating of “A- VII”.

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
    
    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

    Any failure, actual or alleged, on the part of 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 COUNTY.
1. **Adherence to Applicable Laws.** Contractor shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations set forth in the County Mental Health Plan (“MHP”) (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D to this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the federal or state law or regulation and the conflicting contract provision shall no longer be in effect.

2. **Reports.** Contractor agrees to submit reports as required by this Agreement or subsequently required by County and/or DHCS.

3. **Termination.** In addition to Paragraph 19 Termination of the Agreement for Services, the County or the Department of Health Care Services (“DHCS”) may revoke, in full or in part: this Agreement, any subcontract made pursuant to this Agreement, and activities or obligations delegated by County to Contractor. Furthermore, the County or DHCS may apply other remedies permitted by state or federal law when the County or DHCS determines that the Contractor or its subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

4. **Nondiscrimination**
   A. **Federal Nondiscrimination Provisions**
      i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

      ii. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

      iii. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the
Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


v. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

B. State Non-Discrimination Provisions
i. During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person or discriminate unlawfully against any employee, applicant for employment, or independent contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category").

ii. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor 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 a Protected Category.

iii. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

iv. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, title 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

v. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

vi. Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

5. Monitoring for Compliance.
   A. County shall monitor Contractor’s compliance with the provisions of the this Agreement and the MHP and shall provide a corrective action plan if deficiencies are identified.

   B. When monitoring activities identify areas of non-compliance, the County or DHCS shall issue reports to the Contractor detailing findings, recommendations, and corrective action. Cal. Code Reg., tit. 9, § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

6. Audit.
   A. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by DHCS, CMS, HHS Inspector

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General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).)

B. The County, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 38.230(c)(3)(iv).)

C. The inspection shall occur at the Contractor's place of business, premises or physical facilities. Contractor shall keep books and records in a form maintained in accordance with the general standards applicable to such book or record keeping.

D. This audit right will exist for 10 years from the close of the state fiscal year in which the Agreement was in effect or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

7. **Hold Harmless.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.

8. Contractor shall comply with the Department of Behavioral Wellness' Policy # 3.004 on advance directives and the County's obligations for Physician Incentive Plans, as applicable.

9. **Overpayments.** Contractor shall promptly report to County all overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).) Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services. Contractor shall return any overpayments to County within 30 calendar days from when the overpayment was identified.

10. **MHP Exhibit D(F).** Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification of Exhibit D(F) of the MHP are hereby incorporated by reference into this Agreement.
EXHIBIT G
BIDDERS CONFERENCE NOTIFICATION

Therapeutic Foster Care RFP

Bidders Conference
February 6, 2020 at 11:00 A.M. – Noon (PST)

A Bidder’s Conference to review the above-referenced RFP will be held on the date and time described above. Attendance is voluntary, but recommended. The agenda will include a review of: the purpose and scope of the RFP; budget information; the evaluation process; RFP timeline; and information about how to submit a proposal using RFP 360, an online procurement system. There will also be an opportunity to ask questions. Minutes will be taken from this Bidder’s Conference and posted on RFP 360.

Two Locations:

Santa Barbara County
Department of Behavioral Wellness
429 N. San Antonio Rd
Santa Barbara, CA 93110
Conference Room 119

and

Santa Maria Clinic
500 W. Foster Rd.
Santa Maria, CA
Large Conference Room