

Dr. Alice Gleghorn, Ph.D. Director

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# COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS

## REQUEST FOR PROPOSALS For Crisis Residential Treatment (CRT) FY 2020-2023

The County of Santa Barbara, Department of Behavioral Wellness (BeWell) is pleased to issue this Request for Proposals (RFP) to solicit applications from qualified organizations to operate Crisis Residential Treatment facilities in Santa Maria and/or Santa Barbara. BeWell's North County CRT facilities in Santa Maria include a 10-bed facility and a 12-bed forensic-focused facility. In South County, BeWell has a 10-bed CRT facility.

**Release Date: October 9, 2020**

**Responses Due By: 5:00 P.M. (PST) on October 29, 2020**

**Responses must be submitted via RFP 360**

**RFP 360 Link: <https://my.rfp360.com/public/rfp/098160b3-90f1-4acf-9ee2-c24ac6151224>**

**Responses not submitted on time 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. Introduction.**

The Santa Barbara County Department of Behavioral Wellness (BeWell or Behavioral Wellness) is the public authority at the County level for alcohol, drug, and mental health services. As a public agency, the BeWell is responsible for assisting many of the County's most vulnerable residents, especially those who are uninsured or underinsured. BeWell provides leadership, coordination, and oversight for prevention, early intervention, treatment, and recovery support from alcohol or drug use and/or mental health conditions for children, youth, adults, older adults, and families.

The purpose of this Request for Proposals (RFP) is to solicit applications from qualified organizations to operate **Crisis Residential Treatment (CRT)** facilities in Santa Maria and/or Santa Barbara. Program services will be operated out of County-owned buildings. In North County, BeWell's CRT facilities are in Santa Maria. They include a 10-bed facility (located at 116 Agnes Avenue) and a 12-bed forensic-focused facility (located at 212 Carmen Lane). In South County, BeWell has a 10-bed CRT facility (located at 66 South San Antonio Road). Services to be provided at the CRT facilities are described below in *Section 3, Program Description*.

Proposals will be accepted from both nonprofit and for-profit agencies.

### **B. Background**

Behavioral Wellness is seeking proposals from bidders to manage one CRT program in South County (Santa Barbara) and two in North County (Santa Maria).

BeWell is invested in a coordinated system and continuum of care for adults experiencing psychiatric crises. BeWell works with community partners to enhance behavioral health services for individuals in crisis, support alternatives to acute psychiatric hospitalization needs, allow for crisis stabilization in the least restrictive setting possible, and through the support of peers, reduce medical emergency room visits, recidivism of acute crises and hospitalizations, and incarcerations.

For North County, BeWell's CRT facilities are in Santa Maria located at 212 Carmen Lane (12-bed) and 116 Agnes Avenue (10-bed). The South County facility is located on the Santa Barbara Behavioral Wellness campus at 66 South San Antonio Road (10-bed). Facilities are staffed with a combination of Consumer and Family Member Peers and professional clinical staff/director, including supportive medical staff.

### **C. Contract Term.**

BeWell 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 herein. The term of the contract(s) will commence upon

execution by the Chair of the Santa Barbara County Board of Supervisors and shall expire on June 30, 2023 unless otherwise terminated pursuant to the contract.

**D. Funding Allocation.**

1. **CRT Funding.** Funding for operations at the CRTs is outlined in the operating budgets listed below, contingent upon renewal of local, state, and federal funding:

<u>LOCATION:</u>	<u>MAXIMUM TOTAL FUNDING:</u>
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 116 Agnes Avenue (10-bed facility)	\$1,350,000
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 212 Carmen Lane (12-bed facility, forensic focus)	\$1,550,000
<b>SOUTH COUNTY FACILITY:</b> Santa Barbara, 66 San Antonio Road (10-bed facility)	\$1,350,000

2. **CRT Sites and Facility Lease/Rent.** BeWell will provide 24/7 on-site security, which is included in the rent cost indicated below. Rental costs and total funding available will be reduced proportionately if 24/7 security is not required . Bidders are responsible for costs for facility lease/rent:

<u>LOCATION:</u>	<u>ANNUAL FACILITY RENT TOTAL:</u>
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 116 Agnes Avenue (10-bed facility)	\$156,000
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 212 Carmen Lane (12-bed facility)	\$168,000
<b>SOUTH COUNTY FACILITY:</b> Santa Barbara, 66 San Antonio Road (10-bed facility)	\$156,000

**E. Proposal Timeline.**

Release of Request for Proposals	<b>October 9, 2020</b>
Bidders Conference (via Zoom videoconference) <i>Attendance is recommended, but not required.</i>	October 16, 2020 at 11:00 A.M. (PST)

Deadline for Submission of Questions by Bidders	October 19, 2020 at 5:00 P.M. (PST)
Deadline for BeWell's Responses to Questions	October 21, 2020 at 3:00 P.M. (PST)
Deadline for Submission of Proposal	<b>October 29, 2020</b> at 5:00 P.M. (PST)
BeWell Review of Proposals	October 30, 2020 – November 12, 2020
Oral Interviews/Presentations, if requested by the Evaluation Panel	Date TBD during October 30 – November 12, 2020
Notice of Intent to Award	November 16, 2020
Protest Submission Deadline	November 20, 2020 at 5:00 P.M. (PST)
Board of Supervisors Review of Contract	TBD (Target – December 15, 2020) <i>Docketing deadline: 12/3/20</i>
Contract Start Date	<b>TBD (Target – January 1, 2021)</b>

### **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, BeWell will answer all questions posted 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:

RFP TITLE:	Crisis Residential Treatment RFP FY 2020 - 2023
CONTACT :	Amber Foschaar, J.D., Contracts Analyst, Department of Behavioral Wellness
CONTACT EMAIL:	bwellrfp@co.santa-barbara.ca.us
CONTACT PHONE:	(805) 681-5225

## **2. Bidder Minimum Qualifications**

### **A. Eligible Bidders.**

Bidders are 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). BeWell 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. BeWell has the right to accept all or part of the proposed program model at its discretion.

## **B. Who May Apply?**

Any community-based non-profit organization or for-profit agency with the ability to meet the criteria listed below is eligible to apply:

1. Substantial experience in:
  - a. Serving adults with alcohol and/or drug problems;
  - b. Serving adults with serious mental illness;
  - c. Providing services to individuals with co-occurring conditions (addiction and mental illness);
  - d. Providing 24/7 crisis-oriented services in accordance with state-designated staffing requirements;
  - e. Providing residential services to adults with alcohol & drug problems;
  - f. Providing residential services to adults with serious mental illness;
  - g. Operating peer-staffed residential programs, such as the one proposed; and
  - h. Forensic experience.
2. Comprehensive knowledge of the communities in Santa Barbara County;
3. Commitment to:
  - a. Delivering services that are culturally and linguistically appropriate to Santa Barbara County;
  - b. Peer supports and engagement of family members and other natural supports in the recovery process;
4. Knowledge of California Code of Regulations (CCR) Title 9 regulations governing “Short-Term Crisis Residential Treatment Program” and, as applicable, either “Mental Health Rehabilitation Centers” (Department of Health Care Services) or Title 22 governing “Social Rehabilitation Facilities” and “Community Care Facilities” (Community Care Licensing, Department of Social Services);
5. Currently certified in crisis residential treatment (and eligible and prepared to become certified at the site within 90 days within 90 days of contract start date) in order to claim Mental Health Medi-Cal reimbursement;
6. Demonstrated success in accurate, timely, and compliant documentation and billing of services in compliance with Mental Health Medi-Cal regulations;

7. Experience with the administration and sound financial management of large programs (i.e., programs with an annual budget of \$1 million per year or more);
8. Capacity for rapid program start-up;
9. Willingness to operate the program:
  - a. Under the ongoing oversight of Behavioral Wellness as part of the countywide System of Care;
  - b. In close collaboration with other public and community-based organizations, including, but not limited to Behavioral Wellness–operated Regional Crisis Intervention Services; Behavioral Wellness-operated outpatient clinics, the Santa Barbara County Psychiatric Health Facility (PHF); other out-of-county inpatient care providers; community-based organizations that contract with Behavioral Wellness; city and county law enforcement agencies; regional medical center emergency services/departments; other individuals and organizations providing detox, recovery support, shelter, sober living environments, board and care, peer supports, and mental health treatment; and
10. Successful experience in collecting and furnishing outcome data to funders in a timely manner.

### **C. 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:

1. A Bidder must be currently certified in crisis residential treatment (and eligible and prepared to become certified at the site within 90 days of contract start date) in order to claim Mental Health Medi-Cal reimbursement.
2. Must have crisis residential experience, and if submitting a proposal for North County, must have forensic experience.

## **3. Program Description**

This Section provides an overview of the requirements, services to be provided, and goals and expected outcomes of a successful CRT Program. Bidders must include a Program Narrative as part of their proposal. The Program Narrative must address each of the following areas:

- Start-Up Activities
- Service Provisions and Delivery Methods
- Program Outcomes
- Staff Recruitment, Training, Development, Retention, and Performance Evaluation
- Quality Improvement

Bidder(s) must demonstrate in their proposal how they will meet the CRT Program goals and requirements described below:

**A. Program Summary.**

A Crisis Residential Treatment Facility is a safe and therapeutic environment that assists residents in order to stabilize symptoms of mental illness and co-occurring conditions, gain skills to manage their condition more effectively, make progress on the path to personal recovery, and actively engage in community supports that will enable their ability to be successfully discharged to a lower level of care, participate fully in necessary follow-up treatment, and develop a strong network of supports for community life, including linkage to community resources.

Trained and certified Consumer and Family Member Peers (CFMP) shall be employed to provide daily in-house program services, which include support groups in daily living skill enhancement (e.g. cooking, laundry, shopping, using the bus, budgeting, socialization opportunities, and building a stress management toolkit), assistance in connecting with community resources (e.g. local Recovery Learning Communities, housing options, Department of Social Services, Public Health, foodbanks, Goodwill, Department of Rehabilitation Vocational services, services to meet unique multicultural needs, and AA/NA meetings), and help build ongoing personal support systems (e.g. therapy, peer support groups, involvement in a faith community, connections with family and/or friends, scheduling doctor visits, and how to talk with other care providers). Facilities are accessed by clients recovering from a crisis or seeking to prevent crisis escalation.

CRT stays are transitional experiences for individuals discharged from inpatient psychiatric care, resulting in reducing hospital days and the potential for re-hospitalization. Facilities focus on individuals with complex needs, such as permanent housing and recovery from mental illness and co-occurring conditions. CRT services provide supports that prevent the need for the most restrictive settings in the continuum of care.

**B. Program Goals.**

The specific goals of this Program are to:

- i. Provide consumer and family-led support throughout the continuum of care process;
- ii. Provide crisis stabilization within the least restrictive setting;
- iii. Reduce law enforcement involvement;
- iv. Decrease the number of acute psychiatric inpatient hospitalizations; and
- v. Reduce hospitalization recidivism.

**C. Program Requirements and Services.**

A Bidder's proposed program must meet the criteria for Crisis Residential Treatment Services as set forth in Title 9 of the California Code of Regulations (CCR) § 1840.334:

- Programs shall be licensed as a “Social Rehabilitation Facility” or “Community Care Facility” (Community Care Licensing, Department of Social Services) or authorized to operate as “Mental Health Rehabilitation Center” (Department of Health Care Services); and
- Program certification as a “Social Rehabilitation Program” Short-term Crisis Residential Treatment Program) (Department of Health Care Services).

CRT programs provide crisis and intervention services with linkages to ongoing services and supports. Services are provided 24 hours per day, seven days per week, 365 days per year for adults in crisis due to behavioral health or co-occurring substance abuse conditions. CRTs are voluntarily accessed by clients motivated in obtaining help to recover from their current crises, who want to learn healthy living skills, and actively access community resources to prevent further crises. Residential stays are transitional experiences for patients re-entering the community. They can be used as a hospitalization alternative for those not needing that level of acuity. In addition, they can be used as a stepdown for those returning to the community from a hospitalization.

Services include those below and shall also meet program requirements for Social Rehabilitations Programs (e.g., 9 CCR sections 532, 532.1,532.5):

1. Creating a welcoming environment;
2. Assessment including evaluation of mental health and co-occurring substance abuse conditions;
3. Crisis intervention, including emotional support and de-escalation of crisis situations;
4. Gathering information from the client, family members, and professionals already serving the client (collateral);
5. Collaborating with individuals on development of a comprehensive recovery plan;
6. Temporary respite from a living situation that was contributing to the crisis;
7. Respite housing for those in recovery from crisis and in need of continual support;
8. Assisting resident clients in the self-administration of medications and information, helping clients to access medication management and support services;
9. Brief treatment (crisis intervention, individual, family, group counseling, and psychotherapy);
10. Education about alcohol & drug challenges, mental health disorders, and community resources;
11. Rehabilitation services, including skill development for activities of daily living;

12. Targeted Case Management services to assist with linkages to vital supports in the community, including assistance with obtaining entitlements, community housing, community treatment resources, and referral to appropriate medical services;
13. Peer involvement that ensures access to a wide range of supported wellness programs, including recovery plans, relaxation techniques, exercise, peer support, therapy, nutrition, self-care education, Person-Directed Planning, and Advance Directives;
14. Intensive planning and implementation of aftercare services, including short- and long-term goals for return to the community, such as linkage to family, friends, and community groups;
15. Data reporting to include average length of stay, rate of readmission, and results of client satisfaction surveys;
16. Testing for alcohol and other drug intoxication as recommended by the Treatment Team;
17. Transporting clients to and from Contractor's facility, provided or arranged by the Contractor; and
18. Applicable to proposals for the Carmen Lane, forensic-focused site: providing forensic-focused crisis residential treatment with the ability to assist felony clients to achieve competency restoration and re-enter community.

Services shall not include medical detox, Methadone or LAAM Narcotic Treatment Program, involuntary detention, residential care for individuals under the age of 18, services to individuals with substantial primary medical needs, treatment for individuals with acute symptoms that cannot safely be managed in a voluntary facility, and ongoing treatment for individuals not in crisis/not in recovery from crisis.

Bidders must agree to meet BeWell documentation requirements, including:

- Documenting services in compliance with Medi-Cal standards;
- Preparing current treatment plans and daily notes; and
- Proof of authorization by BeWell Quality Care Management (QCM).

The selected Bidder(s) are required to provide appropriate documentation for authorization of CRT Services in compliance with BWell's documentation manual (available on the BWell website at <http://countyofsb.org/behavioral-wellness/Asset.c/5670>). In addition, documentation will be reviewed concurrently by BeWell Quality Care Management (QCM) to support continued need for services. The selected Bidder(s) must adhere to the Concurrent Review Process outlined in DHCS Information Notice 19-026 ([https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS\\_IN\\_19-026\\_Authorization\\_of\\_SMHS.pdf](https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_IN_19-026_Authorization_of_SMHS.pdf)). When finalized, the Behavioral Wellness Concurrent Review Policy will be part of the final contract with the selected Bidder(s).

Bidders must demonstrate the ability to accept clients from 8 AM to 10 PM, 7 days a week.

**D. Key Operational Points.**

CRT programs are important components of the County’s “safety net.” It is imperative that programs are operated—both in spirit and practice—in close collaboration with other elements of the County’s system of care. BeWell promotes a collaborative relationship with the provider(s) serving the two communities in its oversight of the CRT facilities.

The selected Bidder(s) will work closely with BeWell Program Management and psychiatry to ensure a two-way communication flow and a high level of integration of the CRTs in the system of care. The selected Bidder(s) must also accept all referrals, unless there is a Community Care & Licensing reason to deny admissions.

Provider(s) will also need to assume responsibility for transporting clients to the facility. BeWell or the selected Bidder(s) will complete a screening referral packet, in collaboration with the individual requesting a stay.

Each CRT is licensed to comply with applicable provisions of both Title 9 CCR and the California Welfare and Institutions Code. Each facility is open for admission 24 hours a day/seven days a week.

**E. Program Outcomes.**

Diversion of psychiatric hospital admissions is one of the goals of the CRTs and continued funding for these facilities will depend on the success in achieving specific outcomes. In particular, BeWell expects a reduction in recidivism among CRT clients who have had open cases at County Behavioral Wellness clinics in the past.

BeWell regularly evaluates clients’ satisfaction and the expectation is that the selected Bidder(s) will participate in the collection of required data. An outcome evaluation will be conducted to determine if the Program is meeting programmatic expectations. The following client outcomes will be of primary interest:

CLIENT OUTCOMES	
Reduce mental health and substance abuse symptoms during CRT stay.	<ul style="list-style-type: none"> <li>• 5% or less incarcerations</li> <li>• 10% or less psychiatric inpatient admissions</li> <li>• 10% or less physical health hospitalizations</li> <li>• 10% or less physical health emergency care</li> </ul>

<p>Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy, and productive lives within the community.</p>	<ul style="list-style-type: none"> <li>• 5% or less incidents requiring higher level of supervision; and</li> <li>• Of those who discharge:             <ul style="list-style-type: none"> <li>– 15% or less transition to higher level of care;</li> <li>– 85% or more discharge to lower level of care.</li> </ul> </li> </ul>
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To successfully achieve these outcomes, the CRT Programs shall be designed, operated, and guided by the following principles:

1. Community collaboration in program development and service delivery. Clients and family members should be able to easily access and navigate the system of care based on clients’ needs and recovery goals;
2. Cultural competence is a top priority to reduce ethnic disparities in service delivery. Cultural competence includes linguistic competence, culturally sensitive attitudes, behaviors, and policies;
3. A client/family-driven mental health system in which the needs and preferences of clients and their families drive policy and budget decisions. Providers work in full partnership with clients and families to develop individualized and comprehensive service plans, including comprehensive discharge planning;
4. Programs and services focused on wellness, including recovery and resilience skill-building;
5. A focus on evidence-based Trauma-Informed Services; and
6. Transformation of the current mental health system from one that focuses primarily on clinical services to one in which service providers enter into collaborative partnerships with clients, their families, and their communities. Incorporating client/family direction, providers offer “whatever it takes” to enable clients to attain their goals.

**F. Staffing Requirements.**

State regulations for Certification of Social Rehabilitation Programs require the following staffing levels:

Scheduling of staff which provides for at least two (2) staff members to be on duty 24 hours a day, seven (7) days per week. If program design results in some clients not being in the facility during specific hours of the day, scheduling adjustments may be made so that coverage is consistent with and related to the number and needs of clients in the

facility. During the night time hours, when clients are sleeping, only one of the two on-duty staff members need be awake, provided the program does not accept admissions at that time. There shall be a staffing ratio of at least one (1) full-time equivalent direct service staff for each 1.6 clients served. (9 CCR § 531 (a) (2))

The staffing pattern required in the contract will include at minimum:

1. A masters-level lead clinician (Masters may be in Marriage and Family Therapy, Social Work, or equivalent) will serve as the Program Director and be available to report to the site seven days a week during the hours of 9:00 AM–9:00 PM;
2. Individuals trained and certified in peer recovery principles, with one year of experience (including lived experiences) providing care to people with psychiatric, physical, or developmental disabilities will be on duty each day from 9:00 AM–9:00 PM;
3. A masters-level clinician will be working onsite or on-call from 9:00 AM–9:00 PM;
4. A two-member consumer and family member team of staff (under the supervision of the lead clinician) will work each day from 9:00 AM–6:00 PM to facilitate the daily programming and peer support;
5. There will be a minimum of two staff members in the facility at all times including overnights;
6. Contractor will provide nursing staff appropriate to assist clients in accessing medications in compliance with governing regulations; and
7. A transportation worker who will transport clients to and from the CRT facility will be on duty each day from 8:00 AM to 10 PM.

### **G. Target Population.**

The target population for CRT Program services includes the County's highest risk individuals, such as low-income individuals with minimal financial resources, those who cope with behavioral health conditions and substance use disorders, homeless consumers, and Latino consumers who face cultural and/or linguistic barriers to care. CRTs will focus on services to individuals who are 1) brought to Emergency Departments in crisis, 2) have frequent contact with law enforcement or time in jail, or 3) are discharged from psychiatric inpatient treatment.

The most common disorders treated at the CRT are psychotic disorders (about 51%) and mood/affective disorders, including depression and bipolar disorder (about 36%). The typical age range is 25-54 years old. The second largest ethnic group served through existing services is Latinos. Cultural stigmas associated with mental illness, distrust of medical and government programs, and language barriers and/or undocumented immigration status are likely barriers to accessing crisis services among Latino individuals with behavioral health challenges. Cultural competence is a key approach to improving access.

## 4. Program Budget

Bidders may submit proposals for one or more CRT locations. For each location, Bidders must submit a separate Budget Narrative and Program Budget.

### A. Budget Narrative

The Budget Narrative must include the following:

1. **Start-up funds.** Bidders may request one-time start-up funds in addition to the total funding (Exhibit B). Examples of start-up costs include personnel, recruitment and training, services, and supplies. Indicate if your organization is requesting start-up funds.
2. **Cash or In-Kind Match.** In addition to funding from BeWell, Bidders shall provide a minimum five percent match (cash or in-kind).
  - Identify the source, type, and amount of your minimum 5% match (cash or in-kind).
  - Describe any other resources your agency will bring to this project (e.g., transitional housing, permanent housing, food, furniture, clothing, vocational services, other existing services, etc.).
3. **Operating Expenses.** Funds for all operating expenses, including meals, linen service, consumable supplies, training, travel, drug testing services and supplies, staff recruitment and background checks, program evaluation and outcome measurement, and maintenance services should be accounted for in the Bidder's budget worksheet as budget figures.
4. **OMB Circular A-87.** Any intended deviations from Cost Principles for State, Local, and Indian Tribal Governments as set forth in OMB Circular A-87 must be disclosed in the Bidder's proposal.

### B. Budget Spreadsheet

A Budget, using the Excel Budget template provided in *RFP Exhibit B*, must be submitted with the proposal. Bidders must submit an operating budget for one fiscal year. The fiscal year is July 1st through June 30th. Start-up and one-time costs are to be listed and described separately. Annual budget will be prorated based on the start date for year 1.

If a Bidder is applying for more than one CRT location, a Budget for each program must be provided separately.

### C. Medi-Cal and Other Revenue

Medi-Cal billed by the applicant's staff will be collected by BeWell to offset the cost of the services. Bidders must provide an estimate of the amount of revenue they expect the program to generate annually from (a) Medi-Cal, (b) client fees (if any), and (c) any other sources. Indicate how the estimate was computed.

## 5. Additional Administrative Requirements

### **A. Management and Reporting Capabilities**

Bidders must include in their proposal a description of their organization's capabilities in the following areas:

1. Financial Management
2. Personnel Management
3. General Administration
4. Adherence to Funding Agency Reporting Requirements

### **B. Policies and Procedures**

Bidders must include in their proposal their organization's practice with regard to:

1. Conflict of Interest
2. Non-Discrimination in Hiring and in the Provision of Services
3. Drug-Free Workplace
4. Confidentiality
5. Child/Adult Abuse

### **C. Investigation Statement**

Proposals must include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigated, identify who conducted the audit, the date of the audit, the period audited, and the purpose and outcome of the audit or investigation.

## 6. Submittal Instructions

### **A. Submit Proposal via RFP 360.**

BeWell 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 review and evaluate responses. [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 BeWell 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 October 29, 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.**

BeWell reserves the right to issue addenda or amendments to this RFP if BeWell 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" (Confidential Information). 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 BeWell's specific requirements for CRT services. This RFP does not commit BeWell 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 required terms under the County's Mental Health Plan (MHP) Agreement with the California Department of Health Care Services and Mental Health Services Act (MHSA) Agreement with DHCS and standard indemnification and insurance requirements (see *RFP Exhibit G*). Should the parties fail to agree on contract terms, or should Board approval be denied, this may result in re-negotiation of the contract(s), the re-advertisement of the RFP process, or any other actions deemed appropriate by BeWell.

**F. Best Value Evaluation.**

BeWell 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. BeWell 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. BeWell also reserves the right to cancel this RFP in part or in its entirety.

**H. Additional Reservation of Rights.**

BeWell further reserves the right to:

- i. Reopen the RFP after the final submission date if, in its sole discretion, BeWell 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 BeWell 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 committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content.

The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee

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 select 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 identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award 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 participate in an oral interview/ presentation with the Evaluation Committee. If the Evaluation Committee elects to extend invitations for oral interviews/ presentations, the Bidders selected 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 interview/presentations will be scored.

### **D. Award Procedures.**

Following scoring and evaluation by the Evaluation Committee, 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 BeWell to have contract(s) in effect by January 1, 2021.

## **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 BeWell concerning its procurement activities. The following protest procedures shall be employed for procurements conducted by BeWell.

A protestor has the burden of proof that BeWell 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 BeWell 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. BeWell 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 Intent 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 BeWell Director. The BeWell 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 BeWell. If applicable, BeWell may attempt to resolve the protest with the protestor.
  - iii. 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

### Crisis Residential Treatment RFP

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 Instructions for Submitting a Proposal
2. General Information/Bidder Profile
3. Bidder Minimum Qualifications
4. Proposal Summary
5. Agency Overview
6. Program Narrative
  - A. Start-Up Activities
  - B. Service Provisions and Delivery Methods
  - C. Program Outcomes
  - D. Staff Recruitment, Training, Development, Retention, and Performance Evaluation
  - E. Quality Improvement
7. Program Budget
  - A. Budget Narrative
  - B. Budget Spreadsheet
  - C. Medi-Cal and Other Revenue
8. Management and Reporting Capabilities
  - A. Financial Management
  - B. Personnel Management
  - C. General Administration
  - D. Adherence to Agency Reporting Requirements
9. Policies and Procedures
10. Required Documents:
  - Staffing Structure/Organizational Chart
  - Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State website to document Proof of Authority to Operate in California.
  - Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.
  - Current Board Member List

- Budget (using the Excel Budget Template provided in RFP Exhibit B) for each CRT location for which you are submitting a proposal
- Annual Audited Financial Statement (most recent)
- Tax Return (most recent filed)
- Cultural Competence Form (see RFP Exhibit C)
- Certifications and Signature (see RFP Exhibit D)
- Policies and Procedures (see RFP Exhibit A, Section 9)

# PROPOSAL CONTENT

## 1. General Instructions for Submitting a Proposal

**Detailed Responses:** In responding to each section of the RFP, Bidders should document all statements concerning specific experience, knowledge, training, and capabilities to the fullest extent possible. For example, do not make unqualified statements such as, “Our agency has a long history of providing residential treatment services.” Instead, factual definitive information will be required such as, “For the past 15 years, our agency has operated residential programs housing for more than 100 clients in the following locations...”

**Proposals for Each Crisis Residential Treatment (CRT) Facility.** Bidders can provide a proposal for one or more of the facilities, but are required to submit individual budgets (using the Budget template provided) for each facility.

## 2. General Information/Bidder Profile

a. Name of Organization:

Address:

Street:

City:

State:

Zip Code:

Executive Director:

Name:

Work Phone: (                    )                    - Ext.

E-mail Address:

Project Director/Lead Staff:

Name:

Title:

Work Phone: (                    )                    - Ext.

E-mail Address:

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. Bidder is a: (if applicable, add checkmark next to designation below)

\_\_\_\_\_ Small business, minority-owned firm

\_\_\_\_\_ Women’s business enterprise

### 3. Bidder Minimum Qualifications

Describe how your organization meets the Minimum Qualifications:

1. A Bidder must be currently certified in crisis residential treatment (and eligible and prepared to become certified at the site within 90 days of the contract start date) in order to claim Mental Health Medi-Cal reimbursement.
2. Must have crisis residential experience, and if submitting a proposal for North County, must have forensic experience.

### 4. Proposal Summary

Mark the locations for which your organization is submitting a proposal(s) and provide a proposal summary:

**NORTH COUNTY: Santa Maria 116 Agnes Avenue (10-bed facility)**

	Proposed FY 20-21 12-Month Operating Cost	Proposed FY 20-21 12-Month Indirect Cost	Proposed Start- Up/One-Time Costs	TOTAL Request for funding from BeWell
Personnel				
Services/ Supplies				
Totals	\$	\$	\$	\$

**□ NORTH COUNTY: Santa Maria 212 Carmen Lane (12-bed facility)**

	Proposed FY 20-21 12-Month Operating Cost	Proposed FY 20-21 12-Month Indirect Cost	Proposed Start-Up/One-Time Costs	TOTAL Request for funding from BeWell
Personnel				
Services/Supplies				
Totals	\$	\$	\$	\$

**□ SOUTH COUNTY: Santa Barbara 66 San Antonio Road (10-bed facility)**

	Proposed FY 20-21 12-Month Operating Cost	Proposed FY 20-21 12-Month Indirect Cost	Proposed Start-Up/One-Time Costs	TOTAL Request for funding from BeWell
Personnel				
Services/Supplies				
Totals	\$	\$	\$	\$

**5. Agency Overview (15 points)**

In this section, please present the characteristics of your organization that you think will persuade a reader that your organization can effectively launch and operate Crisis Residential Treatment Facilities in Santa Barbara County. Your organization’s distinguishing characteristics, key staff, and areas of strength should be described here.

- A. Describe the agency’s philosophy and conceptual approach to the delivery of crisis residential services for individuals with alcohol, drug, and/or mental health problems. Delineate the agency’s prior experience in providing residential treatment services, providing 24/7 crisis-oriented services, and reducing recidivism (hospitalization and/or incarceration).
- B. Discuss your organization’s experience working as a partner in community collaborative efforts and multidisciplinary teams. Elaborate on your experience and success in sharing information, within federal and state privacy standards.
- C. Describe the agency’s existing services and how they will relate to the proposed services. Describe your experience in hiring, training, and retaining direct service and support staff with expertise in 1) serving individuals with alcohol and other drug problems; 2) serving individuals with serious mental illness; 3) serving individuals with co-occurring disorders; and 4) working with the families of those served.
- D. Discuss your organization’s experience with process and outcome evaluation, developing

data collection systems, and reporting to county (Medi-Cal) funding sources.

- E. According to 2018 population estimates from the U.S. Census, Santa Barbara County is 45.8 percent Hispanic or Latino. Describe your agency's experience in providing services that are relevant to the linguistic, racial, ethnic, and cultural characteristics of the local community served, particularly Latinos.
- F. Describe the composition of your Board of Directors and/or Advisory Boards, detailing gender, racial and ethnic composition, representation from the local community, representation of consumers and family members, and local affiliations of board members, which could assist in mobilizing local efforts to expand community support for the local project.

## 6. Program Narrative (90 points)

The Program Narrative should present a comprehensive statement of the proposed program and describe how your organization would develop, administer, and evaluate services. Applicants are reminded to review **RFP Section 3 (Program Description)** to ensure that the narrative addresses the categories of service which are sought through this RFP. In particular, Bidders should be attentive to the stated expectations for achieving a brief length of stay and reduced recidivism as key program outcomes.

### A. Start-Up Activities (5 points)

Please describe your organization's ability to rapidly complete the start-up process and the specific start-up activities required to implement the proposed program. For each activity, describe the amount of time required for completion and the individual(s) responsible for ensuring that the activities are delivered effectively and efficiently.

### B. Service Provisions and Delivery Methods (30 points)

1. Describe how the proposed program will incorporate and advance the Recovery of Care model, including outlining evidence-based activities and Best Practices that will be utilized, as well as your Quality Care Management (QCM) procedures. Describe how you will incorporate advanced recovery of care model, including procedures for delivery of peer support and QCM procedures.
2. Describe your initial admissions procedures along with your three- and seven-day programming plans. Also, provide a description and an example of the weekly schedule and transportation procedures.
3. Describe your organization's ability to utilize Behavioral Wellness's electronic health record and billing systems (Gateway and Sharecare).

4. Describe how your organization will collaborate with public and community-based organizations, including, but not limited to:
  - Behavioral Wellness outpatient clinics;
  - The Santa Barbara County Psychiatric Health Facility;
  - Community-based organizations that contract with Behavioral Wellness, such as Alcohol & Other Drugs Program (ADP) and Mental Health;
  - City and county law enforcement agencies;
  - Regional medical center emergency services/departments; and
  - Other individuals and organizations providing detox, recovery support, shelter, sober living environments, board and care, peer supports, and mental health treatment.
5. Describe, if applicable, any locations where your agency currently operates programs that are licensed by Community Care Licensing as a **Social Rehabilitation Facility** or **Community Care Facility**, including information regarding the number of beds in each program and how long the agency has operated each program.
6. Describe, if applicable, any locations where your agency currently operates programs authorized by the Department of Health Care Services to operate as a **Mental Health Rehabilitation Center**, including information regarding the number of beds in each program and how long the agency has operated each program.
7. Describe, if applicable, any locations where your agency currently operates programs that are certified by the Department of Health Care Services as **Short-Term Crisis Residential Treatment Services**, including information regarding the number of beds in each program and how long the agency has operated each program.
8. Describe how you will ensure the CRT facility is focused on recovery from dual diagnosis (mental health and substance abuse).
9. Describe what actions your agency will take to develop positive, collaborative working relationships with clients' family members or other support persons identified by client.
10. Describe your agency's experience in serving Santa Barbara County communities and working collaboratively with other local organizations.
11. Describe how your agency will ensure input from individual and family/support persons service recipients regarding service provision and administration.

12. Describe what actions your agency will take to initiate and maintain collaborative working relationships and a pattern of frequent, constructive communication with the Behavioral Wellness Program Management regarding significant program information within a timely manner.
13. Describe how your proposal will meet the CRT goals and requirements described in RFP Section 3 (Program Description). Address each of the following topics:
  - a. **Program Goals.** Describe your organization's plan to meet the Program Goals listed in RFP Section 3.B (Program Goals).
  - b. **Program Requirements and Services.** Describe how your organization will meet the criteria for CRT Services described in RFP Section 3.C (Program Requirements and Services).
  - c. **Key Operational Points.** Describe how your organization will meet the key operational points described in RFP Section 3.D (Key Operational Points).
  - d. **Staffing Requirements.** Describe your organization's plan to comply with the state regulations' staffing requirements for Certification of Social Rehabilitation Programs as detailed in RFP Section 3.F (Staffing Requirements).
  - e. **Target Population.** Describe how your proposal will reach the Target Population described in RFP Section 3.G (Target Population).
14. Describe how your organization will meet BeWell's documentation requirements, including:
  - a. Documenting services in compliance with Medi-Cal standards;
  - b. Preparing and ensuring current treatment plans and daily notes; and
  - c. Proof of authorization by BeWell Quality Care Management (QCM).
15. Describe how your organization will meet the requirements in BeWell's documentation manual (<http://countyofsb.org/behavioral-wellness/Asset.c/5670>) and comply with the Concurrent Review Process outlined in DHCS Information Notice 19-026 ([https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS\\_IN\\_19-026\\_Authorization\\_of\\_SMHS.pdf](https://www.dhcs.ca.gov/services/MH/Documents/FMORB/MHSUDS_IN_19-026_Authorization_of_SMHS.pdf)).
16. Describe your organization's ability to accept clients from 8 AM to 10 PM, 7 days a week.

C. Program Outcomes (20 points)

Outcomes are one of the most important aspects of a proposal. Evaluators will be closely reviewing proposals for ability to attain stated goals, objectives, and outcomes. Proposals that include clearly articulated, well-considered goals and

specific quantifiable objectives but fails to clearly present exactly how they will be attained will not score well.

1. Describe your organization's ability to submit timely and completed quarterly reports and track record/history of submitting such reports in the past.
2. Describe your organization's ability to track, report, and meet the following program outcomes focused on reducing client symptoms and assisting clients in their recovery:
  - a. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.
    - 5% or less incarcerations;
    - 10% or less psychiatric inpatient admissions;
    - 10% or less physical health hospitalizations;
    - 10% or less physical health emergency care;
  - b. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.
    - 5% or less incidents requiring higher level of supervision; and
    - Of those who discharge:
      - 15% or less transition to higher level of care;
      - 85% or more discharge to lower level of care.

Please provide information about how the information listed above is collected and tracked to ensure accuracy.

3. The qualifications of any individual or entity that will be collecting and/or analyzing outcome data.
4. The Bidder's ability to work with Behavioral Wellness to provide other data as needed; for example, data for grant reporting.

**D. Staff Recruitment, Training, Development, Retention, and Performance Evaluation**  
(20 points)

1. Describe your program's practices with regard to:

- Staff Recruitment
- Staff Training (specify mandatory training)
- Staff Development (specify professional development opportunities)
- Staff Retention
- Staff Performance Evaluation

2. Provide a list which includes:

- The title for each position budgeted;
- Percentage of full-time equivalents (FTE) for proposed services and general duties; and
- Qualifications for each position (including any required licensure).

Indicate all positions targeted to be filled by Consumer and Family Member Peer staff.

Indicate how overall staffing pattern meets the Department of Health Care Services' minimum staffing requirements for Short-Term Crisis Residential Treatment Programs (e.g., staff-client ratio of 1 FTE per 1.6 clients; two staff on duty 24/7, including one awake overnight, with two awake overnight if accepting admissions 24/7; minimum qualifications of on-site supervisor).

Indicate how your agency will plan for coverage during unanticipated staff absences.

Resumes of key staff, if available, may be uploaded as optional supporting documentation.

3. Describe the techniques your agency will use to recruit Consumer and Family Member Peer staff, including those who have lived experience and are competent in alcohol and drug treatment, mental health treatment, and serving those with co-occurring disorders.
4. Describe how your agency will recruit and retain staff members that represent the demographics of the client population served.
5. Describe how staff will be selected, oriented, and trained regarding the desired service philosophy and program model, their responsibilities to uphold client confidentiality, cultural competency principles and practices, and the responsibilities for accurate and timely documentation of services provided in compliance with Medi-Cal regulations.
6. Describe the types of background checks that will be performed by your agency on individuals hired for direct service and management positions.

7. Describe in-service training activities and topics that will occur during the contract period, including mandated trainings as required by licensure and regulation.
8. Describe how your agency engages staff in ongoing quality improvement processes. Describe how staff concerns are communicated and resolved.
9. Describe any cost savings that will be achieved if bidding for more than one CRT facility.
10. Describe peer staffing with peer expertise and the groups they would facilitate.

E. Quality Improvement (15 points)

1. Describe your plans to assure the County that appropriate administrative attention will be devoted to ongoing quality improvement.
2. Indicate your client feedback processes and describe your agency's client grievance procedures.

7. **Program Budget (45 points)**

Bidders may submit a proposal for one or more CRT locations. However, a Budget Narrative and Program Budget is required for each location included in the proposal.

The Budget Narrative, Budget Spreadsheet, and Medi-Cal and Other Revenue proposals will be reviewed by the Evaluation Committee for thoroughness, reasonableness, and cost savings.

A. Budget Narrative (10 points)

**CRT Funding.** Funding for operations at the CRTs is outlined in the operating budgets listed below, contingent upon renewal of local, state, and federal funding:

<u>LOCATION:</u>	<u>MAXIMUM TOTAL FUNDING:</u>
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 116 Agnes Avenue (10-bed facility)	\$1,350,000
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 212 Carmen Lane (12-bed facility) (Forensic focus)	\$1,550,000
<b>SOUTH COUNTY FACILITY:</b> Santa Barbara, 66 San Antonio Road (10-bed facility)	\$1,350,000

**CRT Sites and Facility Lease/Rent.** BeWell will provide 24/7 on-site security, which is included in the rent cost indicated below. Rental costs and total funding available will be reduced proportionately if 24/7 security is not required. Bidders are responsible for costs for facility lease/rent:

<u>LOCATION:</u>	<u>ANNUAL FACILITY RENT TOTAL:</u>
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 116 Agnes Avenue (10-bed facility)	\$156,000
<b>NORTH COUNTY FACILITY:</b> Santa Maria, 212 Carmen Lane (12-bed facility)	\$168,000
<b>SOUTH COUNTY FACILITY:</b> Santa Barbara, 66 San Antonio Road (10-bed facility)	\$156,000

Please provide a Budget Narrative that includes the following:

1. **\*Start-up funds.** Bidder(s) may request one-time start-up funds in addition to the total funding (Exhibit B). Examples of start-up costs include personnel, recruitment and training, services, and supplies. Indicate if your organization is requesting start-up funds.

\*Contractors currently operating a CRT facility within Santa Barbara County are not eligible for start-up funds at that facility.

2. **Cash or In-Kind Match.** In addition to funding from BeWell, Bidders shall provide a minimum five percent match (cash or in-kind).
  - a. Identify the source, type, and amount of your minimum 5% match (cash or in-kind).
  - b. Describe any other resources your agency will bring to this project (e.g., transitional housing, permanent housing, food, furniture, clothing, vocational services, other existing services, etc.).

3. **Operating Expenses.** Funds for all operating expenses, including meals, linen service, consumable supplies, training, travel, drug testing services and supplies, staff recruitment and background checks, program evaluation and outcome measurement, and maintenance services should be accounted for in the Bidder's budget worksheet as budget figures.

4. **OMB Circular A-87.** Any intended deviations from Cost Principles for State, Local,

and Indian Tribal Governments as set forth in OMB Circular A-87 must be disclosed in the Bidder's proposal.

B. Budget Spreadsheet (25 points)

A Budget, using the Excel Budget template provided in RFP Exhibit B, must be submitted with the proposal. Bidders must submit an operating budget for one fiscal year. The fiscal year is July 1st through June 30th. Start-up and one-time costs are to be listed and described separately.

If a Bidder is applying for more than one CRT location, a separate Budget for each location must be provided .

- The Budget should separately identify:
  1. Total Agency Proposed Expenditures;
  2. Administrative Costs;
  3. Proposed Expenditures for CRT; and
  4. Other Programs Expenditures.
- For each category above, identify the types of costs as follows:
  1. Personnel: Indicate budgeted costs, salaries, and benefits associated to proposed staff.
  2. Operating Expenses: Indicate budgeted (direct) operating costs in detail by line item.
  3. Capital Expenditures/Fixed Assets: Identify budgeted purchases of capital or fixed assets and provide a copy of the Agency's capitalization policy.
  4. Indirect Costs: Identify budgeted indirect costs in detail by line item and describe the allocation bases or methodology used to allocate indirect costs to all programs.
  5. Start-Up Costs: Describe type and projected costs of any one-time expenses associated with the start-up phase and not already detailed elsewhere in your budget.
  6. Indirect Cost: An indirect cost of up to 15% is allowed as a line item in the budget. All costs associated directly with providing services are considered direct costs and should be included in the appropriate and allowed budget line items. All indirect costs must be detailed in the Budget Narrative and the total cost should be allocated on the line item within the budget.

C. Medi-Cal and Other Revenue (10 points)

Medi-Cal billed by the applicant's staff will be collected by BeWell to offset the cost of the services. Provide an estimate of the amount of revenue you expect the program to generate annually from (a) Medi-Cal, (b) client fees (if any), and (c) any other sources. Indicate how the estimate was computed.

## 8. Management and Reporting Capabilities (15 points)

Provide a detailed description of your organization's capabilities in the following areas:

A. Financial Management (4 points)

Describe your agency's demonstrated competency in the following areas:

1. Experience with and sound financial management of large programs (e.g., programs with an annual budget exceeding \$1,000,000).
2. Experience in accurate and timely Mental Health Medi-Cal billing and preparation of annual cost reports.
3. Does the agency employ or contract for the services of a Certified Public Accountant?

B. Personnel Management (4 points)

Describe your organization's personnel management capabilities.

C. General Administration (4 points)

Describe your organization's general administration capabilities.

Include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigated, identify who conducted the audit, the date of the audit, the period audited, and the purpose and outcome of the audit or investigation.

D. Adherence to Funding Agency Reporting Requirements (3 points)

Describe your organization's practices regarding meeting the reporting requirements of funding agency.

## 9. Policies and Procedures (10 points)

Describe and upload your organization's practice with regard to:

A. Conflict of Interest

- B. Non-Discrimination in Hiring and in the Provision of Services
- C. Drug-Free Workplace
- D. Confidentiality
- E. Child/Adult Abuse

## 11. Required Documents.

Please upload the following required documents:

- A. Staffing Structure/Organizational Chart. An organizational chart for the entire legal entity or entities of your agency, showing how the new program would integrate into the existing organization. Include who will be the head of clinical services, designated “head of service.” Include the resume of that person.
- Proof of Authority to Operate in the State of California. Attach photocopies of federal and state tax identification numbers. Additionally, include a print out from the Secretary of State’s website to document Proof of Authority to Operate in the State of California.
- Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.
- Current Board Member List.
- Budget Spreadsheet for each CRT location for which you are submitting a proposal (using the Excel Budget Template provided in RFP Exhibit B).
- Annual Audited Financial Statement (most recent).
- Tax Return (most recent filed).
- Cultural Competence Form (see RFP Exhibit C).
- Certifications and Signature (see RFP Exhibit D).
- Policies and Procedures (See RFP Exhibit A, Section 9)

## 12. Supporting Documents (Optional)

Bidders may submit up to five pieces of additional information in support of the agency or this proposal. Information may include:

- A. Resumes of key staff
- B. Letters of commitment from other public or private agencies
- C. Brochures and promotional material
- D. Pictorial material, clippings, and other information supportive of the proposal contents



## EXHIBIT C CULTURAL COMPETENCE

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.

A	B		C
Language, Gender and Culturally Competence	<b>Have staff on board</b>		<b>Name of Agency that you have an arrangement with to respond to these referrals</b>
	1	2	
	<b>Included in staffing work plan</b>	<b>Not included in staffing work plan. Explain below</b>	
Spanish (Language)			
Other Language:			
L.G.B.T.Q. Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Formerly homeless staff or staff in recovery			
Others:			

# EXHIBIT D

## CERTIFICATIONS AND SIGNATURE

### 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 Subcontractor 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. By signing this Certification and submitting a bid, 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 with an ownership interest totaling five percent or more, 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. It if 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. The 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. The Bidder has no actual, apparent, or potential conflicts of interest relative to the services described herein or, has disclosed all actual, apparent, or potential conflict of interest to BWell. [Bidders: Attach a Conflicts of Interest Statement to this form that identifies in detail any actual, apparent or potential conflict of interest].

**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

# Crisis Residential Treatment RFP

**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.

Proposals will be evaluated by a committee (with a minimum 5 members) comprised of non-conflicted members (Evaluation Committee). The Evaluation Committee will include BeWell staff and may include other County staff and/or external partners who have expertise/experience in the RFP content. The Evaluation Committee will score and identify the successful Bidder(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for award shall be within the sole judgment and discretion of the Evaluation Committee

Responses will be evaluated and ranked in accordance with the criteria stated in this RFP.

The Evaluation Committee will select 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.

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 Evaluation Committee shall score responses to each question according to a 0-5 scale:

0 = Does not meet requirement

1 = Minimally meets requirement

2 = Somewhat meets requirement

3 = Partially meets requirement

4 = Mostly meets requirement

5 = Fully meets requirement

Questions within some sections have been assigned weights between 0 and 5, which indicate relative priority to each other (5 = highest priority). When varying weights are not indicated below, assume that the questions within the section have been weighted equally. The scores for all the Evaluation Criteria shall be added and calculated according to weight 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 **175 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 Bidders that receive the three highest preliminary scores of **at least 120 points** will be invited to participate in an oral interview/presentation (“Short List”).

Only the Bidders with the three highest scores 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 oral interviews/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 oral interview/presentation will be scored. The oral interview/presentation will be scored and these points will be added to the preliminary score in order to arrive at a final total score.

### *Step 3 Notice of Intent to Award*

The Evaluation Committee’s decision will be communicated through the issuance of a Notice of Intent to Award.

# SCORING OVERVIEW

Section	Max. Points Subsection	Max. Points for Section
<b>STEP 1 - TECHNICAL REVIEW:</b>		
1. Bidder Profile		Pass/Fail
2. Completeness of Response		Pass/Fail
3. Debarment/Suspension		Pass/Fail
<p>4. Bidder Minimum Qualifications (Exhibit A, Section 3)</p> <p>A. A Bidder must be currently certified in crisis residential treatment (and eligible and prepared to become certified at the site within 90 days of the contract start date) in order to claim Mental Health Medi-Cal reimbursement.</p> <p>B. Must have crisis residential experience, and if submitting a proposal for North County, must have forensic experience.</p>		Meets/Does Not Meet
5. Proposal Summary (Exhibit A, Section 4)		Pass/Fail
<p>6. Required Documents (Exhibit A, Section 11)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Staffing Structure/Organizational Chart</li> <li><input type="checkbox"/> Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California.</li> <li><input type="checkbox"/> Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.</li> <li><input type="checkbox"/> Current Board Member List</li> <li><input type="checkbox"/> Budget (using the Excel Budget Template provided in RFP Exhibit B)</li> <li><input type="checkbox"/> Annual Audited Financial Statement (most recent)</li> <li><input type="checkbox"/> Tax Return (most recent filed)</li> <li><input type="checkbox"/> Cultural Competence Form (see RFP Exhibit C)</li> <li><input type="checkbox"/> Certifications and Signature (see RFP Exhibit D)</li> <li><input type="checkbox"/> Policies and Procedures (See Exhibit A, Section 9)</li> </ul>		Pass/Fail

<i>Section</i>	<i>Max. Points Subsection</i>	<i>Max. Points for Section</i>
<b>STEP 2 - PROPOSAL REVIEW:</b>		
<b>7. Agency Overview</b> (Exhibit A, Section 5)		<b>Section Score: 15 pts.</b>
<b>8. Program Narrative</b> (Exhibit A, Section 6)		<b>Section Score: 90 pts.</b>
A. Start-up Activities	<b>5</b>	
B. Service Provisions and Delivery Methods	<b>30</b>	
C. Program Outcomes	<b>20</b>	
D. Staff Recruitment, Training, Development, Retention, and Performance Evaluation	<b>20</b>	
E. Quality Improvement	<b>15</b>	
<b>9. Program Budget</b> (Exhibit A, Section 7)		<b>Section Score: 45 pts.</b>
A. Budget Narrative (Exhibit A, Section 7.A)	<b>15</b>	
B. Budget Spreadsheet (Exhibit A, Section 7.B)	<b>15</b>	
C. Medi-Cal and Other Revenue (Exhibit A, Section 7.C)	<b>15</b>	
<b>10. Management and Reporting Capabilities</b> (Exhibit A, Section 8)		<b>Section Score: 15 pts.</b>
A. Financial Management	<b>4</b>	
B. Personnel Management	<b>4</b>	
C. General Administration	<b>4</b>	
D. Adherence to Agency Reporting Requirements	<b>3</b>	
<b>11. Policies and Procedures</b>		<b>Section Score: 10 pts.</b>
<b>MAXIMUM POINTS AVAILABLE: 175</b>		
<b>*ADDITIONAL POINTS, IF APPLICABLE:</b>		
<b>12. ORAL INTERVIEW/ PRESENTATION</b> If Oral Interviews/Presentations are held, additional points will be available for the Bidders with the three highest scores. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and these points will be added to the preliminary scores in order to arrive at a final total score.		<b>Section Score: TBD pts.</b>
<b>*OVERALL TOTAL POINTS:</b>		<b>TBD</b>

## Evaluation Step 1 – Technical Review

<b>EVALUATION CRITERIA</b>	<b>Rating</b>
<b>1. BIDDER PROFILE</b>	Pass/Fail
<b>2. COMPLETENESS OF RESPONSE</b> All proposal sections completed. All required attachments submitted.	Pass/Fail
<b>3. DEBARMENT/SUSPENSION</b> Bidder certifies that it is not debarred or suspended.	Pass/Fail
<b>4. BIDDER MINIMUM QUALIFICATIONS</b>	Meets/Does Not Meet
A. A Bidder must be currently certified in crisis residential treatment (and eligible and prepared to become certified at the site within 90 days of the contract start date) to claim Mental Health Medi-Cal reimbursement.	Meets/Does Not Meet
B. Must have crisis residential experience and if submitting a proposal for North County, must have forensic experience.	Meets/Does Not Meet
<b>5. PROPOSAL SUMMARY</b>	Pass/Fail
<b>6. REQUIRED DOCUMENTS</b> Proposal reviewed to confirm that all Required Documents below were provided.	Pass/Fail
A. Staffing Structure/Organizational Chart	Pass/Fail
B. Proof of Authority to Operate in State of California. Attached photocopies of federal and state tax identification numbers. Include a print out from the Secretary of State's website to document Proof of Authority to Operate in California.	Pass/Fail
C. Certificates of Insurance. A list of all the relevant insurance your agency has and the specific limitations. Bidder must provide certificates of insurance for all policies.	Pass/Fail
D. Current Board Member List	Pass/Fail
E. Budget (using the Excel Budget Template provided in RFP Exhibit B)	Pass/Fail
F. Annual Audited Financial Statement (most recent)	Pass/Fail
G. Tax Return (most recent filed)	Pass/Fail
H. Cultural Competence Form (see RFP Exhibit C)	Pass/Fail
I. Certifications and Signature (see RFP Exhibit D)	Pass/Fail

J. Policies and Procedures (Exhibit A, Section 9)	Pass/Fail
<input type="checkbox"/> Conflict of Interest	
<input type="checkbox"/> Non-Discrimination in Hiring and in the Provision of Services	
<input type="checkbox"/> Drug-Free Workplace	
<input type="checkbox"/> Confidentiality	
<input type="checkbox"/> Child/Adult Abuse	

## Evaluation Step 2 – Proposal Review

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>7. AGENCY OVERVIEW</b> (Exhibit A, Section 5)	<b>15</b>
A. Agency's philosophy and conceptual approach to the delivery of crisis residential services for individuals with alcohol, drug, and/or mental health problems. The agency's prior experience in providing residential treatment services, 24/7 crisis-oriented services, and history of reducing recidivism (hospitalization and/or incarceration).	(Weight: 5)
B. The organization's experience working as a partner in community collaborative efforts and multidisciplinary teams. The agency's experience and success in sharing information, within federal and state privacy standards.	(Weight: 3)
C. The agency's existing services and how they will relate to the proposed services. The agency's experience in hiring, training, and retaining direct service and support staff with expertise in 1) serving individuals with alcohol and other drug problems; 2) serving individuals with serious mental illness; 3) serving individuals with co-occurring disorders; and 4) working with the families of those served.	(Weight: 4)
D. The organization's experience with process and outcome evaluation, developing data collection systems, and reporting to county (Medi-Cal) funding sources.	(Weight: 3)
E. According to 2018 population estimates from the U.S. Census, Santa Barbara County is 45.8 percent Hispanic or Latino. The agency's experience in providing	(Weight: 3)

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
services that are relevant to the linguistic, racial, ethnic, and cultural characteristics of the local community served, particularly Latinos.	
F. The composition of the agency's Board of Directors and/or Advisory Boards, detailing gender, racial and ethnic composition, representation from the local community, representation of consumers and family members, and local affiliations of board members, which could assist in mobilizing local efforts to expand community support for the local project.	<i>(Weight: 3)</i>
<b>8. PROGRAM NARRATIVE</b> (Exhibit A, Section 6)	<b>90</b>
<p><b>A. Start-up Activities</b></p> <p>The organization's ability to rapidly complete the start-up process and the specific start-up activities required to implement the proposed program. For each activity, the amount of time required for completion and the individual(s) responsible for ensuring that the activities are delivered effectively and efficiently.</p>	<b>5</b>
<b>B. Service Provisions and Delivery Methods</b>	<b>30</b>
1. How the proposed program will incorporate and advance the Recovery of Care model, including outlining evidence-based activities and Best Practices that will be utilized, as well as your Quality Care Management (QCM) procedures. The agency's description of how it will incorporate advanced recovery of care model, including procedures for delivery of peer support and QCM procedures.	<i>(Weight: 4)</i>
2. The initial admissions procedures along with the three and seven-day programming plans, including an example of the organization's weekly schedule/monthly calendar and transportation procedures.	<i>(Weight: 3)</i>
3. The organization's ability to utilize Behavioral Wellness's electronic health record and billing systems (Gateway and Sharecare).	<i>(Weight: 3)</i>
4. The organization's ability to collaborate with public and community-based organizations.	
5. If applicable, any locations where the agency currently operates programs that are licensed by Community Care Licensing as a <b>Social Rehabilitation Facility</b> or <b>Community Care Facility</b> , including information regarding the number of beds in each program and how long the agency has operated each program.	<i>(Weight: 3)</i>
6. If applicable, any locations where your agency currently operates programs authorized by the Department of Health Care Services as a <b>Mental Health</b>	<i>(Weight: 3)</i>

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>Rehabilitation Center</b> , including information regarding the number of beds in each program and how long the agency has operated each program.	
7. Any locations where the agency currently operates programs that are certified by the Department of Health Care Services as <b>Short-Term Crisis Residential Treatment Services</b> , including information regarding the number of beds in each program and how long the agency has operated each program.	<i>(Weight: 3)</i>
8. How the organization will ensure the CRT facility is focused on recovery from dual diagnosis (mental health and substance abuse).	<i>(Weight: 4)</i>
9. The actions the agency will take to develop positive, collaborative working relationships with clients' family members or other support persons identified by client.	<i>(Weight: 4)</i>
10. The agency's experience in serving Santa Barbara County communities and working collaboratively with other local organizations.	<i>(Weight: 3)</i>
11. How the agency will ensure input regarding service provision and administration from individual and family/support persons.	<i>(Weight: 3)</i>
12. The actions the agency will take to initiate and maintain collaborative working relationships and a pattern of frequent, constructive communication with the Behavioral Wellness Program Management regarding significant program information within a timely manner.	<i>(Weight: 4)</i>
13. How the proposal will meet the CRT goals and requirements described in RFP Section 3 (Program Description):	
a. <b>Program Goals.</b> Description of organization's plan to meet the Program Goals listed in RFP Section 3.B (Program Goals).	<i>(Weight: 3)</i>
b. <b>Program Requirements and Services.</b> Description of how your organization will meet the criteria for CRT Services described in RFP Section 3.C (Program Requirements and Services).	<i>(Weight: 3)</i>
c. <b>Key Operational Points.</b> Description of how the organization will meet the key operational points described in RFP Section 3.D (Key Operational Points).	<i>(Weight: 3)</i>
d. <b>Staffing Requirements.</b> Description of the organization's plan to comply with the state regulations' staffing requirements for Certification of Social Rehabilitation Programs as detailed in RFP Section 3.F (Staffing Requirements).	<i>(Weight: 3)</i>

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
<p>e. <b>Target Population.</b> Description of e how the organization’s proposal will reach the Target Population described in RFP Section 3.G (Target Population).</p>	<i>(Weight: 3)</i>
<p>14. How the organization will meet BeWell’s documentation requirements, including:</p> <ul style="list-style-type: none"> <li>a. Documenting services in compliance with Medi-Cal standards;</li> <li>b. Preparing and ensuring current treatment plans and daily notes; and</li> <li>c. Proof of authorization by BeWell Quality Care Management (QCM).</li> </ul>	<i>(Weight: 5)</i>
<p>15. Describe how the organization will meet the requirements in BeWell’s documentation manual and comply with the Concurrent Review Process outlined in DHCS Information Notice 19-026.</p>	<i>(Weight: 5)</i>
<p>16. The organization’s ability to accept clients from 8 AM to 10 PM, 7 days a week.</p>	<i>(Weight: 5)</i>
<p><b>C. Program Outcomes</b></p>	<b>20</b>
<p>1. The organization’s ability to submit timely and completed quarterly reports and track record/history of submitting such reports in the past.</p>	<i>(Weight: 4)</i>
<p>2. The organization’s ability to track, report, and meet the following program outcomes focused on reducing client symptoms and assisting clients in their recovery:</p> <ul style="list-style-type: none"> <li>a. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems. <ul style="list-style-type: none"> <li>• 5% or less incarcerations;</li> <li>• 10% or less psychiatric inpatient admissions;</li> <li>• 10% or less physical health hospitalizations;</li> <li>• 10% or less physical health emergency care;</li> </ul> </li> <li>b. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community. <ul style="list-style-type: none"> <li>• 5% or less incidents requiring higher level of supervision; and</li> <li>• Of those who discharge: <ul style="list-style-type: none"> <li>– 15% or less transition to higher level of care;</li> <li>– 85% or more discharge to lower level of care.</li> </ul> </li> </ul> </li> </ul> <p>The organization’s description of how the information listed above is collected and tracked to ensure accuracy.</p>	<i>(Weight: 4)</i>

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
3. The qualifications of any individual or entity that will be collecting and/or analyzing outcome data.	<i>(Weight: 3)</i>
4. The Bidder's ability to work with Behavioral Wellness to provide other data as needed; for example, data for grant reporting.	<i>(Weight: 3)</i>
<b>D. Staff Recruitment, Training, Development, Retention, and Performance Evaluation</b>	<b>20</b>
1. The organization's practices with regard to: <ul style="list-style-type: none"> <li>a. Staff Recruitment</li> <li>b. Staff Training (mandatory training)</li> <li>c. Staff Development (professional development opportunities)</li> <li>d. Staff Retention</li> <li>e. Staff Performance Evaluation</li> </ul>	<i>(Weight: 3)</i>
2. Bidder's proposed staffing plan, including: <ul style="list-style-type: none"> <li>a. Qualifications for each position (including any required licensure).</li> <li>b. Positions targeted to be filled by Consumer and/or Family Member Peer staff.</li> <li>c. How the overall staffing pattern meets the Department of Health Care Services' minimum staffing requirements for Short-Term Crisis Residential Treatment Programs (e.g., staff-client ratio of 1 FTE per 1.6 clients; two staff on duty 24/7, including one awake overnight, with two awake overnight if accepting admissions 24/7; minimum qualifications of on-site supervisor).</li> <li>d. How the agency will plan for coverage during unanticipated staff absences.</li> <li>e. Economies of scale if Bidder is submitting proposals for more than one CRT facility.</li> <li>f. Resumes of key staff, if available, that are uploaded as optional supporting documentation.</li> </ul>	<i>(Weight: 4)</i>
3. The techniques the agency will use to recruit Consumer and Family Member Peer staff, including those who have lived experience and are competent in alcohol and drug treatment, mental health treatment, and serving those with co-occurring disorders.	<i>(Weight: 3)</i>
4. How the agency will recruit and retain staff members that represent the demographics of the client population served.	<i>(Weight: 3)</i>
5. How staff will be selected, oriented, and trained regarding the desired service philosophy and program model, their responsibilities to uphold client	<i>(Weight: 3)</i>

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
confidentiality, cultural competency principles and practices, and the responsibilities for accurate and timely documentation of services provided in compliance with Medi-Cal regulations.	
6. The types of background checks that will be performed by the organization on individuals hired for direct service and management positions.	<i>(Weight: 3)</i>
7. The in-service training activities and topics that will occur during the contract period, including mandated trainings as required by licensure and regulation.	<i>(Weight: 3)</i>
8. How the agency engages staff in ongoing quality improvement processes. Describe how staff concerns are communicated and resolved.	<i>(Weight: 4)</i>
9. Any cost savings that will be achieved if bidding for more than one CRT facility.	<i>(Weight: 4)</i>
10. Proposed peer staffing with peer expertise and the groups they would facilitate.	<i>(Weight: 3)</i>
<b>E. Quality Improvement</b>	<b>15</b>
1. The agency's plan to assure the County that appropriate administrative attention will be devoted to ongoing quality improvement.	<i>(Weight: 4)</i>
2. The agency's client feedback processes and client grievance procedures.	<i>(Weight: 3)</i>
<b>9. PROGRAM BUDGET</b> (Exhibit A, Section 7)	<b>45</b>
A. <b>Budget Narrative</b> (Exhibit A, Section 7.A) The Budget Narrative will be reviewed for thoroughness, reasonableness, and cost savings.	<b>10</b>
B. <b>Budget Spreadsheet</b> (Exhibit A, Section 7.B) The Budget Spreadsheet will be reviewed for thoroughness, reasonableness, and cost savings.	<b>25</b>
C. <b>Medi-Cal and Other Revenue</b> (Exhibit A, Section 7.C) The Medi-Cal and Other Revenue portion of the Budget will be reviewed for thoroughness, reasonableness, and cost savings.	<b>10</b>

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>10. MANAGEMENT AND REPORTING CAPABILITIES</b> (Exhibit A, Section 8)	<b>15</b>
<p><b>A. Financial Management</b> (Exhibit A, Section 8.A)                      The agency’s demonstrated competency in the following areas:</p> <ol style="list-style-type: none"> <li>1. Experience with and sound financial management of large programs (e.g., programs with an annual budget exceeding \$1,000,000).</li> <li>2. Experience in accurate and timely Mental Health Medi-Cal billing and preparation of annual cost reports.</li> <li>3. Does the agency employ or contract for the services of a Certified Public Accountant?</li> </ol>	<b>4</b>
<p><b>B. Personnel Management</b> (Exhibit A, Section 8.B)                      The organization’s personnel management capabilities.</p>	<b>4</b>
<p><b>C. General Administration</b> (Exhibit A, Section 8.C)</p> <ol style="list-style-type: none"> <li>1. The organization’s general administration capabilities.</li> <li>2. Whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigated, identify who conducted the audit, the date of the audit, the period audited, and the purpose and outcome of the audit or investigation.</li> </ol>	<b>4</b>
<p><b>D. Adherence to Agency Reporting Requirements</b> (Exhibit A, Section 8.D)                      Bidder’s practices regarding meeting the reporting requirements of funding agency.</p>	<b>3</b>
<b>11. POLICIES AND PROCEDURES</b> (Exhibit A, Section 9)	<b>10</b>
<p>The Policies and Procedures listed below will be reviewed for clarity, reasonableness, and compliance with applicable laws/regulations.</p>	
<p>A. Conflict of Interest</p>	
<p>B. Non-Discrimination in Hiring and in the Provision of Service</p>	
<p>C. Drug-Free Workplace</p>	
<p>D. Confidentiality</p>	

<b>EVALUATION CRITERIA</b>	<b>POSSIBLE POINTS</b>
E. Child/Adult Abuse	
<b>TOTAL POINTS:</b>	<b>175</b>
<b>*ADDITIONAL POINTS, IF APPLICABLE:</b>	
<p><b>13. ORAL INTERVIEW/ PRESENTATION</b></p> <p>If Oral Interviews/Presentations are held, additional points will be available for the Bidders with the three highest scores.. The Oral Interviews/Presentations will be scored, in accordance with separate instructions provided to the selected Bidders, and these points will be added to the preliminary scores in order to arrive at a final total score.</p>	<b>TBD</b>
<b>OVERALL TOTAL POINTS:</b>	<b>TBD</b>

**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA  
DEPARTMENT OF BEHAVIORAL WELLNESS  
AND

**[CONTRACTOR NAME]**

FOR

MENTAL HEALTH SERVICES

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**STANDARD TERMS**  
**AND CONDITIONS**

**AGREEMENT**

**FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS 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 (hereafter Agreement).

**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**  
                                      CITY, STATE, ZIP  
                                      Phone: PHONE NUMBER  
                                      Fax: FAX NUMBER

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} 7/1/2020 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. DEBARMENT 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 any 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 – 1 General Provisions: MHS 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. and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
- vii. 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](http://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. § 455.106(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. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,  
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this award.

**39. 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.

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SIGNATURE PAGE FOLLOWS

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **[CONTRACTOR]**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
GREGG HART, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**{ENTER NAME OF CONTRACTOR}**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – MHS STATEMENT OF WORK**

EXHIBIT A-1 General Provisions: MHS

EXHIBIT A-2 {Add program name here}

EXHIBIT A-3 {Add program name here}

**EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B Financial Provisions: MHS

EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS

EXHIBIT B-2 Contractor Budget

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D - CERTIFICATIONS REGARDING LOBBYING**

**EXHIBIT E - PROGRAM GOALS, OUTCOMES AND MEASURES**

**EXHIBIT A-1**  
**GENERAL PROVISIONS**  
**MENTAL HEALTH SERVICES (MHS)**  
**STATEMENT OF WORK**

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**EXHIBIT A-1- MHS**  
**GENERAL PROVISIONS**

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The following provisions shall apply to all programs operated under this Agreement, included as Exhibits **A-1 through A- {add number}**, as though separately set forth in the scope of work specific to each Program.

**1. PERFORMANCE.**

- A.** Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. 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. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under 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](http://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(F) to the MHP referenced in Paragraph 19.D of this Exhibit;
  2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness);
  3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
  4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions;
  5. California's Mental Health Services Act; and
  6. California Code of Regulations Title 9, Division 1.
  7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- B.** Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.

**2. STAFF.**

- A.** Contractor staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidence-based best practices for rehabilitation assessment, service planning, and service delivery. In addition, these staff shall receive Documentation Training in accordance with the *Behavioral Wellness Mandatory Trainings Policy and Procedure # 5.008*, as may be amended, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness).
- B.** Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services (“CMS”) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- C.** All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing*.
- D.** Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.A. (Reports: Staffing) below. Contractor shall notify [bwelcontractsstaff@co.santa-barbara.ca.us](mailto:bwelcontractsstaff@co.santa-barbara.ca.us) within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- E.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor’s staff passes or fails the background clearance investigation.
- F.** County may request that Contractor’s staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately.
- G.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor’s staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- H.** Disqualification, if any, of Contractor staff, pursuant to this Section regarding Staff or any other provision of law, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

**3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness' Policy and Procedure # 4.005 – Site Certification for Specialty Mental Health Services*.

**4. REPORTS.**

- A. **Staffing.** Contractor shall submit quarterly staffing reports to County. These staffing reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The staffing reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- B. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
  - 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
  - 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;

3. The number of active cases and number of clients admitted/ discharged; and
4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

**C. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.

**D. Additional Reports.**

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 25 calendar days following the end of the month being reported.

**5. BACKGROUND CHECKS.**

**A. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38).** Contractor consents to criminal background checks, including fingerprinting when required to do so by state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in contractor, shall submit a set of fingerprints in a form and manner determined by DHCS.

**B. Mandatory Termination.** As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or

2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

**6. MEDI-CAL VERIFICATION.** Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

**7. SITE STANDARDS.**

- A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures*, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure # 4.005- Site Certification for Specialty Mental Health Services*.
- B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.

**8. CONFIDENTIALITY.**

- A. Contractor, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information ("PHI"), Personal Information ("PI"), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or

administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

#### **9. CLIENT AND FAMILY MEMBER EMPOWERMENT.**

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County's Quality Improvement Program as described in Cal. Code. Regs., Title 9, §1810.440(a)(2)(A).
- C. Contractor shall adopt *Department of Behavioral Wellness' Policy and Procedures # 4.020 Client Problem Resolution Process*, available at [www.countyofsb.org/behavioral-wellness](http://www.countyofsb.org/behavioral-wellness), to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- D. Contractor shall take a beneficiary's rights into account when providing services and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness' Policy and Procedures # 8.009* to the extent Contractor is a "provider" as defined by the MHP.

#### **10. CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
  2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- D.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.

## **11. COMPLIANCE PROGRAM.**

- A.** If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C.** Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has

identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section VI.H (Overpayments) of this Agreement.

## **12. NOTIFICATION REQUIREMENTS.**

- A.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-5113 in the event of:
1. Known serious complaints against licensed/certified staff;
  2. Restrictions in practice or license/certification as stipulated by a State agency;
  3. Staff privileges restricted at a hospital;
  4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
  5. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report.
- C.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor’s control;
  2. Legal suits initiated specific to the Contractor’s practice;
  3. Initiation of criminal investigation of the Contractor; or
  4. HIPAA breach.
- D.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
  2. Behavioral symptoms presenting possible health problems; or

3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. Contractor may contact Behavioral Wellness Contracts Division at [bwelcontractsstaff@co.santa-barbara.ca.us](mailto:bwelcontractsstaff@co.santa-barbara.ca.us) for any contractual concerns or issues.
- F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

### 13. MONITORING.

- A. Contractor agrees to abide by the *Department of Behavioral Wellness' Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.
- B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.

#### 1. Quality Assurance Requirements.

Contractor is permitted up to 2% of Medi-Cal program costs for quality assurance (QA) type activities. Quality assurance type activities include reviewing for compliance with:

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
  - ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
  - iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
  - iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.
- C. Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.

- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- E. Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

#### 14. NONDISCRIMINATION.

##### A. State Nondiscrimination Provisions

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person 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 and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** 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, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** 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.

4. **Determination of Medical Necessity.** 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.
5. **No Discrimination under State Law.** 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.)

## **B. Federal Nondiscrimination Provisions**

1. 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.

2. 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.
3. 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.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the 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 of the rules, regulations, and relevant orders of the Secretary of Labor.
5. 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.
6. 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.

7. The Contractor shall include the provisions of Paragraphs 14(B)(1) through 14(B)(7) 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.

- C. **Subcontracts.** The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

## 15. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend monthly County Quality Improvement Committee (QIC) meetings.

## 16. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
  1. HIPAA Privacy and Security
  2. Consumer and Family Culture
  3. Behavioral Wellness Code of Conduct
  4. Cultural Competency
  5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system

6. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.
- B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway.** The following trainings must be completed at hire and annually thereafter:
1. Clinician's Gateway
  2. Documentation
  3. Assessment and Treatment Plan

## **17. ADDITIONAL PROGRAM REQUIREMENTS**

- A. Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(D)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. Maintain Provider Directory.** Contractor shall maintain a provider directory on its agency website listing licensed individuals employed by the provider to deliver [mental health] services; the provider directory must be updated at least monthly to include the following information:
1. Provider's name;
  2. Provider's business address(es);
  3. Telephone number(s);
  4. Email address;
  5. Website as appropriate;
  6. Specialty in terms of training, experience and specialization, including board

certification (if any);

1. Services/ modalities provided;
  2. Whether the provider accepts new beneficiaries;
  3. The provider's cultural capabilities;
  7. The provider's linguistic capabilities;
  8. Whether the provider's office has accommodations for people with physical disabilities;
  9. Type of practitioner;
  10. National Provider Identifier Number;
  11. California License number and type of license; and
  12. An indication of whether the provider has completed cultural competence training.
- D.** Policy and Procedure # 3.004. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
- E.** Policy and Procedure # 2.001. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 2.001 Network Adequacy Standards and Monitoring.*
- F.** Policy and Procedure # 2.002. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials.*
- G.** Policy and Procedure # 3.000. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- H.** Policy and Procedure # 4.012. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 4.012 Contracted Provider Relations.*
- I.** Policy and Procedure # 5.008. Mandatory Trainings Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 5.008 Mandatory Training.*
- J.** Policy and Procedure # 8.100. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.100 Mental Health Client Assessment.*
- K.** Policy and Procedure # 8.101. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.101 Client Treatment Plans.*
- L.** Policy and Procedure # 8.102. Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 8.102Mental Health Progress Notes.*
- M.** Policy and Procedure # 9. Contractor shall comply with *Department of Behavioral*

*Wellness' Policy and Procedures #9 Service Triage for Urgent and Emergency Conditions.*

- N. Accessibility. Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- O. Hours of Operation. Contractor shall maintain hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which Contractor offers services to non-Medi-Cal beneficiaries. If Contractor only offers services to Medi-Cal beneficiaries, maintain hours of operation which are comparable to the hours Contractor makes available for Medi-Cal services not covered by County or another Mental Health Plan.
- P. Access to Routine Appointments. Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard).
- Q. 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.
- R. Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <http://countyofsb.org/behavioral-wellness/asset.c/5670>.

**18. SIGNATURE PAD. \*\*\*Include this provision for certain CBOs' – Refer to Contracts' e-files for list of CBOs who will receive signature pads\*\*\*\*\***

- A. County shall purchase one signature pad for the duration of the term of this Agreement for each physical address identified for Contractor in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR) Clinicians Gateway. Contractor shall use the electronic versions of the Client Assessment, Client Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinicians Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.
- B. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinicians Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement. The expected life of a signature pad is a minimum of three years.

**19. STATE CONTRACT COMPLIANCE.**

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this

Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.

- B.** To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with Welf. Inst. Code § 14712(e) or other applicable statute.
- D.** The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: 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.
- E.** The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

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**EXHIBIT A-2**  
**STATEMENT OF WORK: MHS**  
**CRISIS RESIDENTIAL TREATMENT**

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**This Exhibit is a description of the services to be provided. Topics include, but are not limited to:**

- 1. PROGRAM SUMMARY.**
- 2. PROGRAM GOALS.**
- 3. SERVICES.**

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FINANCIAL PROVISIONS- MHS**

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(Applicable to programs described in Exhibit xxx- xx

(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MH. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

**I. PAYMENT FOR SERVICES**

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MH based on satisfactory performance of the services described in the Exhibit A(s).
- B. Medi-Cal Billable Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-MH and subject to Section I.F (Funding Sources) of this Exhibit B MH.
- C. Non-Medi-Cal Billable Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MH and pursuant to Section I.F (Funding Sources) of this Exhibit B MH. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Medi-Cal Subsidy.** County may provide a subsidy to Contractor, as specified in Exhibit B-1-MH for Non-Medi-Cal services provided in Medi-Cal programs. Subsidy shall not be used to reimburse disallowed costs including those in excess of budgeted amounts, improper costs, and any audit exceptions or adjustments. Reallocation of subsidy is at the discretion of the Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate subsidy as outlined in Exhibit B-1-MH between programs. Behavioral Wellness Director or designee reserves the right to approve a subsidy reallocation in the year-end cost settlement.
- E. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the

funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

**F. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the Agreement.

**G. Beneficiary Liability for Payment.**

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

**H.** DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

## **II. MAXIMUM CONTRACT AMOUNT**

The Maximum Contract Amount of this Agreement shall not exceed **Total Contract Max** inclusive of **New MH Max Amt** in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MH and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

### III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the “Provisional Rate”) during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

### IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.
- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

### V. REALLOCATION OF PROGRAM FUNDING

Funding is limited by program to the amount specified in Exhibit B-1-MH. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director

or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MH between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

## VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

### A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

[financecbo@co.santa-barbara.ca.us](mailto:financecbo@co.santa-barbara.ca.us)

Santa Barbara County Department of Behavioral Wellness  
ATTN: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110-1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MH. Actual cost is the actual amount paid or incurred,

including direct labor and costs supported by financial statements, time records, invoices, and receipts.

3. The Program Contract Maximums specified in Exhibit B-1-MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the generation of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

- B. Subsidy Payments.** This section applies to providers with programs that have subsidy funding allocations. For each program with subsidy funding comprising 5% or less of the total program funding allocation set forth in Exhibit B-1, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% total subsidy funding in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy funding allocated for the given program in Exhibit B-1, will be withheld until the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements.** Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- D. Withholding of Payment for Non-submission of Service Data and Other Information.** If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.

County may also deny payment for services that are provided without a current client service plan.

**F. Claims Submission Restrictions.**

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

**G. Claims Certification and Program Integrity.** Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

**H. Overpayments:** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

**VII. COST REPORT**

**A. Submission of Cost Report.** Within three weeks of the release of the cost report template by the Department of Health Care Services (DHCS) but no sooner than 30 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report (original cost report) with a statement of expenses and revenue and other supporting schedules for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Behavioral Wellness Director or designee upon reasonable notice. A final (reconciled) cost report is also due approximately 1 to 2 years after submission of the original cost report. The specific deadline for the final cost report is

determined by the State. Contractor shall submit a final (reconciled) cost report within three weeks of the County's formal request.

- B. Cost Report to be Used for Settlement.** The Cost Report shall be the financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement with Contractor as set forth in Section VIII (Pre-audit Cost Report Settlements) below. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Penalties.** Failure of Contractor to submit accurate and complete Annual Cost Report(s) within 45 days after the due date set in Section VII.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) are not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) day after the deadline or the expiration or termination date of this Agreement. The late fee will be invoiced separately or deducted from future payments due to Contractor under this Agreement or a subsequent agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in Section VII.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) are outstanding shall be repaid by Contractor to County. Further, County may terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
  3. In addition, County may withhold payments of additional funds owed to Contractor until the cost report that is due has been submitted if Contractor does not submit the cost report by the reporting deadline.
- D. Audited Financial Reports:** Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- E. Single Audit Report:** If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

## **VIII. PRE-AUDIT COST REPORT SETTLEMENTS**

- A. Pre-audit Cost Report Settlements.** Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State

approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services shall be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
2. The Contractor's actual costs.
3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

**B. Issuance of Findings.** County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after Contractor's submission of the original and final/reconciled cost reports.

**C. Payment.** In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions or withholding of future payments due to Contractor under this Agreement or a subsequent agreement, if any, at the sole discretion of the Behavioral Wellness Director or designee.

## **IX. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL FINAL SETTLEMENT**

**A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

**B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of

the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.

- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

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**EXHIBIT B-1- MHS**  
**SCHEDULE OF RATES AND CONTRACT MAXIMUM**  
(Applicable to programs described in Exhibit A2-A ##)

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This Exhibit of the Agreement will include the schedule of rates and Contract Maximum

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**EXHIBIT B-2**  
**ENTITY BUDGET BY PROGRAM**

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This Exhibit of the Agreement includes the Contractor's budget.

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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**EXHIBIT C**

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

(For Professional Contracts version 2014 04 04)

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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, its 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.

**EXHIBIT D**

**LOBBYING**

**CERTIFICATIONS**

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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.C., 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.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness  
Contracts Division  
Attn: Contracts Manager  
429 N. San Antonio Rd.  
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address

Attachment 2

Approved by OMB  
0348-0046

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:  <input type="checkbox"/> a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p>2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application                  b. initial award                  c. post-award</p>	<p>3. Report Type:  <input type="checkbox"/> a. initial filing                  b. material change                  For Material Change Only: Year _____                  quarter _____                  date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:   <input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier __, if known:                   Congressional District If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:                   Congressional District If known:</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:                   CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:                   \$</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EXHIBIT E**

**PROGRAM GOALS, OUTCOMES AND MEASURES**

This Exhibit of the Agreement outlines the program goal, outcomes and measures.

Amendments to this Exhibit E may be made by written agreement by the parties and do not require a formal amendment to the Agreement.

**EXHIBIT G**  
**BIDDERS CONFERENCE NOTIFICATION**

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*CRISIS RESIDENTIAL TREATMENT RFP*

Bidder's Conference

October 16, 2020 11:00 A.M. (PST)

Via Zoom (see details below)

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;
- 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. Any Questions and Answers from this Bidder's Conference will be posted on **RFP 360**.

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Join Zoom Meeting

<https://sbcbswell.zoom.us/j/91946704518?pwd=WDgwMDVNY05MOTFVTko5KzFtYW10dz09>

Meeting ID: 919 4670 4518

Passcode: 991714