



**SAN JOAQUIN COUNTY**  
**PURCHASING AND SUPPORT SERVICES**  
PURCHASING DIVISION

David M. Louis, C.P.M., CPPO, CP  
Director

Jon Drake, C.P.M.  
Deputy Director

December 20, 2012

TO: ALL PROSPECTIVE BIDDERS

FROM: REQUEST FOR PROPOSAL NO. **11-08**  
Short-Term Crisis Residential Services

Ladies and Gentlemen:

Enclosed please find an invitation to bid. Sealed responses are to be received no later than **4:00 PM PST, Friday, February 10, 2012**. Please return your Proposal in a sealed envelope with the RFP number, 11-08, and the program title, "Short-Term Crisis Residential Services", on the outside of the envelope.

Responses must be received by the above date and time at the following address:

**San Joaquin County**  
**Purchasing and Support Services**  
**County Administration Building**  
**44 N. San Joaquin Street, Suite 540**  
**Stockton, CA 95202**

**\*\*MANDATORY PRE-PROPOSAL CONFERENCE\*\***

There will be **ONLY ONE** pre-proposal conference at **10:00AM, PST, Thursday, January 5, 2012 at 44 N. San Joaquin Street, Room #430, Stockton**. The pre-proposal conference is MANDATORY. You may also submit questions in writing via email to Patricia Gennings, [pgennings@sjgov.org](mailto:pgennings@sjgov.org) by **5:00 PM PST, Tuesday, January 10, 2012**. Responses to all questions will be publicly posted at [www.sjgov.org](http://www.sjgov.org) on Tuesday January 17, 2012.

If you have any further questions, please contact me at (209) 468-3982.

Sincerely,

Patricia Gennings  
Purchasing Assistant



**REQUEST FOR PROPOSAL  
RFP # 11-08**

**SHORT-TERM CRISIS RESIDENTIAL SERVICES**

**DUE DATE**

**Friday, February 10, 2012, 4:00 PM PST**

San Joaquin County  
Purchasing and Support Services  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202-2931

**BUYER: Patricia Gennings, (209) 468-3982**

[pgennings@sjgov.org](mailto:pgennings@sjgov.org)

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## KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<b><u>Event No.</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
1.	Release of RFP	Tuesday, December 20, 2011
2.	Mandatory Pre-Proposal Conference Review of RFP – <b>10:00 AM PST</b>	Thursday, January 5, 2012
3.	Last day for Proposers to submit questions	Tuesday, January 10, 2012
4.	Last day for County to answer questions	Tuesday, January 17, 2012
5.	Proposal is due no later than <b>4:00 PM, PST</b>	<b>Friday, February 10, 2012</b>
6.	Award	<b>TBD</b>

## INTRODUCTION SHEET

The County of San Joaquin is soliciting Request for Proposals (RFP) for its Behavioral Health Services Department. Prospective Proposers are responsible for having full knowledge of this project and all issues affecting it.

San Joaquin County Behavioral Health Services, hereinafter referred to as "County", is seeking proposals from interested and qualified organizations to operate a six bed Short-Term Crisis Residential Treatment Services program pursuant to Title 9, Division 1, Article 3.5 section 531 et seq. of the California Code of Regulations.

The County intends to award one cost reimbursement contract for operation of a six-bed Short-Term Crisis Residential Services program. Only one contractor will be selected through this RFP process. However, the RFP process may be used to create a list of qualified applicants for future projects.

The contract awarded as a result of this RFP will be in effect for an initial term extending approximately sixteen (16) months, with an expiration date of June 30, 2013. The contract may be extended for up to two (2) additional one-year terms at the discretion of the County, based on the availability of funds and Contractor performance.

Contractor will be responsible for securing an appropriate facility and obtaining State licensing and Medi-Cal Certification for the program and facility.

### Minimum Proposer Requirements

All proposers must:

1. Have a representative at the **mandatory** proposal conference as referenced in this Request for Proposal (RFP).
2. Demonstrate breadth and length of experience in operating Short-Term Crisis Residential Services.
3. Have operated Crisis Residential Treatment Services within the last five years.
4. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, are presumed to be unable to meet this requirement.
5. Demonstrate a history of sound fiscal management.
6. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
7. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
8. Meet other presentation and participation requirements listed in this RFP.

## **PROPOSAL CONDITIONS**

### **A. Contingencies**

Funding for this program is contingent on County and State funding. This request for proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing if the County rejects all proposals.

### **B. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time. All proposals and materials submitted become the property of the County.

### **C. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

### **D. Negotiations**

The County may require the potential Contractor selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

### **E. Level of Service**

A capacity guarantee may be negotiated for any Contract awarded.

### **F. Final Authority**

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

## SCOPE OF SERVICE

### BACKGROUND

The County operates mental health service system that includes crisis services, crisis stabilization services, a psychiatric health facility, outpatient services, full-service partnerships and prevention and intervention services. The County launched a series of planned revisions to its mental health service system in 2010. These revisions, referred to as the System Redesign and Expansion Project, had two major goals: 1) to expand the menu of services available in the outpatient system in order to reduce the incidences of, and reliance on, involuntary inpatient treatment; and, 2) to redesign the Psychiatric Health Facility to increase opportunities to bill Medi-Cal. Project plans included increased Short-Term Crisis Residential Services to support the System Redesign and Expansion goals.

The purpose of Crisis Residential Treatment Services is to reduce unnecessary stays in psychiatric hospitals, provide the least restrictive environment possible and provide services based on recovery principles. Crisis residential services can provide a temporary alternative for individuals that might otherwise face voluntary or involuntary commitment and can improve the continuum of care to better serve individuals experiencing acute psychiatric episodes. For more information, see the California Mental Health Planning Council publication, Crisis Residential Programs, March 2010.

### PROGRAM DESCRIPTION

A six bed Short-Term Crisis Residential Services program will be operated in accordance with Title 9, Division 1, Article 3.5 section 531 et seq. of the California Code of Regulations. The program will:

1. Provide a safe and secure environment to provide for the assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health consumers with an acute crisis.
2. Provide a structured treatment program with appropriate staffing on a 24 hour, 7 day a week basis.
3. Manage consumers' acute psychiatric episodes, stabilize consumers as soon as possible, and prepare consumers to successfully transition to a less restrictive level of care.
4. Provide a safe, secure environment for consumers that encourages wellness and recovery and that addresses co-occurring mental health and substance abuse disorders.
5. Demonstrate cultural competency and linguistic capabilities to provide services for underserved, underserved and inappropriately served priority populations.
6. Effectively interact with community agencies, other mental health providers, natural support systems and families to successfully transition consumers to a less restrictive level of care.

7. Maintain program policies and procedures, including policies and procedures for general operating, personnel, and secure handling of Protected Health Information.
8. Services which must be available 24 hours a day, seven days a week may include but are not limited to the following:
  - a. Crisis intervention.
  - b. Psycho-Social Assessment.
  - c. Treatment Plan Development.
  - d. Therapy, including treatment of co-occurring disorders.
  - e. Comprehensive therapeutic environment.
  - f. Assistance for consumers in learning and practicing social development and daily living skills.
  - g. Interventions focused on wellness and recovery.
  - h. Collateral visits.
  - i. Medication supports.
  - j. Transportation to medical and court appointments.
  - k. After care planning.

### **Population to be Served**

Mental health consumers eligible to receive services will be adults 18 years and older who are experiencing an acute psychiatric episode or crisis and who can be successfully treated in a Crisis Residential Services program.

Referrals will come from County mental health staff and it is expected that the program will accept all appropriate referrals from County mental health staff.

Program admissions will include, but not be limited to, consumers released from the Psychiatric Health Facility and individuals who experience a psychiatric crisis.

### **Program Term**

The contract awarded as a result of this RFP will be in effect for an initial term extending approximately sixteen (16) months (March 1, 2012 to June 30, 2013). The contract may be extended for up to two (2) additional one-year terms at the discretion of the County, based on the availability of funds and Contractor performance.

### **Facility Location**

The Contractor will be responsible for securing an appropriate facility located near the Mental Health Center at 1212 N. California Street, Stockton, CA, 95202.

### **Licensing and Certification**

The Contractor will be responsible for obtaining licensure issued by State Department of Social Services for a social rehabilitation program and for obtaining Medi-Cal certification for Crisis Residential Services. It is expected that licensure and certification will be obtained within six months of the award of funding.

### **Program Staffing**

The staffing pattern shall meet all State licensing and regulatory requirements set forth in Title IX, Division 1, Article 3.5, section 531 of the California Code of Regulations. The Head of Service shall meet the regulations in Title IX, Sections 622-630. There shall be an appropriate level of supervisory staff as required by regulation or statute.

Management staff will possess at least five years of experience in management which shall include two or more of the following: staff supervision, fiscal operations, or business administration.

All staff positions which require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the appropriate state licensing or certification board.

The Contractor is strongly encouraged to employ and train mental health consumers to work in this program.

The Contractor will maintain job descriptions consistent with Scope of Practice for each position.

All staff shall comply with the Behavioral Health Services (BHS) Compliance Policy and will pass required sanction checks as required by BHS. All staff will comply with the BHS Standards of Conduct.

### **Clinical Records Requirements**

Clinical records, treatment and billing documentation shall comply with federal and state regulations and County standards. The Contractor will be required to develop and implement a clinical record system which meets all County, state and federal requirements and clearly documents medical necessity for both treatment and billing services. The Contractor will adhere to County policies and procedures for billing and claiming services. Contractor staff will participate in the County's training on clinical documentation. The Contractor will participate in the County electronic medical record system if required by the County.

### **Program Records and Reports**

The Contractor will:

1. Provide progress reports of the activities and financial data of the program in a format as required by County.
2. Maintain detailed audit-ready fiscal records.
3. Provide a complete cost report at the end of each fiscal year.
4. Have access to computer hardware and software capable of successfully compiling and submitting the required information.
5. Provide additional information in a format acceptable to the County, if requested.

## GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representatives of the community, San Joaquin County Behavioral Health Services and the Purchasing Department.

The County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested.

**Please include one (1) copy of proposal clearly marked “ORIGINAL” and five (5) copies clearly marked “COPY”.** Each copy must be securely bound with a binder clip; the original proposal and copies should be single-spaced with one-inch margins, and double sided. Page numbers should be included in the bottom left margin. **The Proposal Narrative section is limited to ten (10) pages. Attachments are not included in this page limit.**

The proposal should include the following components, in the order described:

1. **Identification Sheet** (Page 16 of this RFP)
2. **Table of Contents**
3. **Proposal Narrative Limited to ten (10) single spaced pages. Attachments are not included in the page limit.** Please follow outline provided below and include all items requested.
  - a. **Organizational Experience and Reliability (25 Points)**
    - i. Describe the organization’s experience in successfully providing the requested services, including requirements listed on pages 5 through 7.
    - ii. Provide the type, number, and duration of current and previous contracts for similar programs, including those for Short-Term Crisis Residential Services.
    - iii. Describe the types of services provided by the organization, including the complexity of the activities or services involved;
    - iv. Describe the outcomes of contractual activities previously performed;
    - v. Provide other historical information related to past performance.
    - vi. Describe the organization’s financial capacity to administer the proposed program.
    - vii. Attach a list of the current contact name and phone number for each contract the organization has that provides Short-Term Crisis Residential Services.
    - viii. Attach your current year budget and a copy of the most recent Audited Financial Statements from an independent auditor.
  - b. **Program Outline (Exhibit D) (25 Points):**
    - i. Describe the proposed program and how the required services listed on pages 5 through 7 will be provided. Each element of the scope of services that your organization will provide is to be included in this narrative.

- ii. Describe the methods of service delivery, including evidence-based practices and services designed to address co-occurring disorders.
- iii. Describe how the services will be culturally competent and will address the diverse linguistic and cultural needs of the County population.
- iv. Describe the proposed format for the services being offered. Clearly define all services and activities and indicate the frequency or scheduling of the services and activities.
- v. Describe the proposed facility and its location, its proximity to 1212 N. California Street in Stockton, whether facility will be leased or owned by the contractor, and how facility meets licensing and certification guidelines.
- vi. Describe how the organization will ensure that clinical records, treatment and billing documentation complies with County, state and federal requirements.
- vii. Attach a detailed timeline for implementation, including obtaining licensing and certification.

**c. Staff Expertise and Qualifications (Exhibit C) (15 Points):**

- i. Detail the staffing plan for the proposed program, including position titles and staffing shifts.
- ii. Describe staff qualifications, including educational, experience, and professional licenses and/or certifications of the proposed staff
- iii. Describe how the proposed staffing plan meets the staffing requirements listed on pages shown on pages 5 and 6.
- iv. Attach an organizational chart showing the lines of authority for the proposed program.
- v. Attach resumes of key personnel and job descriptions.

**d. Program Evaluation and Reporting Methods (Exhibit E) (15 Points):**

- i. Describe the methods that will be used to establish, measure and evaluate program effectiveness.
- ii. Describe assessment instruments to be used and indicate when and how often the instruments will be used.
- iii. Describe the method of reporting the results to the County.
- iv. Describe any planned follow-up activities.

**e. Cost Proposal (Exhibit F) (20 Points):**

- i. Provide a line-item budget identifying all program costs.
- ii. Provide a budget narrative explaining all costs, including justification for the proposed level of staffing.
- iii. Clearly identify the cost per each activity or service type, including the cost per bed day as well as the total cost of the program.

**4. Attachments:**

- a. List of the current contact name and phone number for each contract the organization has that provides Short-Term Crisis Residential Services.
- b. Current year budget.
- c. Copy of the most recent Audited Financial Statement from an independent auditor.
- d. Detailed timeline for implementation, including obtaining licensing and certification.
- e. Organizational chart showing the lines of authority for the proposed program.
- f. Resumes of key personnel and job descriptions.

## **GENERAL PROPOSAL REQUIREMENTS**

### **1. CONTRACTOR RESPONSIBILITIES:**

All procedures and services must be in compliance with all Federal, State, and County Local Laws and Regulations. The Contractor will be responsible for the following:

### **2. BASIS FOR SELECTION AND CONDITIONS**

The responsiveness, competency and responsibility of Proposer and of their proposed subcontractors will be considered in making the award of contract. Any Proposer before being awarded a contract may be required to furnish evidence satisfactory to the County that Proposer and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The County reserves the right to reject the proposal of any Proposer as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the County of a nature similar to this project. Other factors that may be considered by the County to determine a responsible proposal and the overall capability of the Proposer to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a Proposer has been terminated on other projects.

A responsive proposal is one that meets all terms, conditions, and specifications of the RFP. The bid must comply with the content requirements of the RFP documents. The Proposer must perform and do what the RFP documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a proposal might be declared and found to be non-responsive include:

- Proposal is substantially incomplete
- Proposal is not signed
- Proposal is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive proposal conforms to RFP specifications. However, a proposal which substantially conforms, though not strictly responsive, to a call for proposals may be accepted if the variance cannot have affected the amount of the proposal or given a Proposer an advantage or benefit not allowed other Proposers or, in other words, if the variance is inconsequential. The County reserves the right to reject any and all proposals or alternatives and waive any informality or irregularity in the proposals or in the bidding, and to determine responsiveness and responsibility of Proposer, including but not limited to those areas mentioned above.

### **3. LOCAL VENDOR PREFERENCE**

The County of San Joaquin has a 5% local vendor preference; however the preference shall not exceed \$7,500.00 per bid. Click on the link below to view San Joaquin County's Policy and Procedures.

<http://www.sigov.org/SupportServ/dynamic.aspx?id=10217>

#### 4. SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:

San Joaquin County has a Green Purchasing Policy. Please click on the link to view.

<http://www.sigov.org/SupportServ/dynamic.aspx?id=10128>

#### 5. SUBMITTAL FORMAT

Forms to be included in your response are listed below:

- a) Identification Sheet
- b) W-9
- c) Licenses / Certifications as required
- d) References
- e) Addendum(s)

Vendors are to indicate acknowledgement, sign, and return Addendum(s) with their response. The County reserves the right to reject any responses deemed to be non-responsive.

**Please include one (1) copy of proposal clearly marked "ORIGINAL" and five (5) copies clearly marked "COPY".** Each copy must be securely bound with a binder clip; the original proposal and copies should be single-spaced, with one-inch margins, and double sided. Page number should be included in the bottom left margin.

#### 6. SPECIFICATION CHANGES

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

#### 7. AMENDMENTS

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at:

<http://www.sigov.org/supportserv/Control/PurchasingBids.aspx>

**Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.**

**Any exceptions taken to this RFP shall be clearly stated in writing.**

#### 8. RFP WITHDRAWAL

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

#### **9. RIGHT TO REJECT PROPOSALS**

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

#### **10. EXAMINE SPECIFICATIONS**

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect to Proposer's offer or to the contract. Submission of a proposal shall be taken as prima facie evidence of compliance with this section.

#### **11. SITE INSPECTION**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

#### **12. ALL RFP DOCUMENTS PART OF FINAL CONTRACT**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

#### **13. EXCEPTIONS**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

#### **14. RESULTING CONTRACT**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

Terms and Conditions of a resulting contract shall be those of Exhibit A "Sample Contract". Any contentions **must** be submitted with your RFP.

## **15. NOTICE**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 44 N. San Joaquin Street, Suite 540 Stockton, CA, 95202-2931, **Attention: Patricia Gennings and RFP #11-08.**

## IDENTIFICATION SHEET

### RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

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

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Years in business: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Name of Insurance carriers: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

## REFERENCES

**SIMILAR CONTRACTS PERFORMED:** List below contracts under which the Proposer has provided Crisis Residential Services or similar services during the past five (5) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ through \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

**(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

**Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

**Proposer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **SUBMITTAL OF PROPOSALS**

Sealed Proposals will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930, until **Friday, February 10, 2012, 4:00 PM PST.**

### **ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:**

Request for Proposal 11-08  
Purchasing Agent  
County of San Joaquin  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202-2931

**The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.**

**PROPOSALS WILL NOT BE ACCEPTED AFTER Friday, February 10, 2012, 4:00 PM PST.**

**ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.**

**THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.**

## PROPOSAL AUTHORIZATION

### SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

In addition, by submission of a proposal, Proposer attest to having possession of a duly issued valid license issued by the State of California. Such license authorizes a Proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide the number and classification of Proposer's State of California Contractor's License, the County may reject your Proposal.

This Signature/Authorization page must be in Section 1 of your Proposal.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Agent

**EXHIBIT A**

**“SAMPLE CONTRACT”**

A-12-\_\_\_\_\_

**SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES  
COMMUNITY SERVICE AGREEMENT**

*(insert Name of Contractor)*

Short-Term Crisis Residential Services

*(insert Term of Agreement)*

This AGREEMENT made and entered into this day \_\_\_\_\_, 2011 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **BEHAVIORAL HEALTH SERVICES**, (hereinafter “COUNTY”), and *(insert name of Contractor)* (hereinafter “CONTRACTOR”).

1. **Scope of Contractor Services:** The services to be performed by the CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of CONTRACTOR’S Services, set forth in Exhibit A, attached hereto and incorporated herein. The CONTRACTOR shall provide the services under the direction of the COUNTY’S Director of Behavioral Health Services (DIRECTOR).
2. **Governance:** This contract shall be governed by the Short-Doyle Act (Welfare and Institutions (**W&I**) Code, Division 5, Title 9 of the California Administrative Code), Short-Doyle and Short-Doyle/Medi-Cal policies as identified in policy letters, the Mental Health Services Act, the Cost Reporting/Data Collection (CR/DC) Manual, and California Administrative Code (CAC), Title 22.
3. **Term:** The term of this agreement shall be *(insert Term of Agreement)*. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
4. **Non-Discrimination Requirements:** Non-discrimination requirements are set forth in Exhibit B, attached hereto and incorporated herein. DIRECTOR may determine patient eligibility under the Short-Doyle Act, the Medi-Cal Program, the Mental Health Services Act and the non-discrimination requirements. Patient rights shall comply with W&I Code, Division 5, Section 5325; and CAC, Title 9, Article 6.
5. **Fiscal Provisions:**
  - a. COUNTY shall pay CONTRACTOR not to exceed the maximum contract account of \$\_\_\_\_\_ for a \_\_\_\_\_ month period.
  - a. Payment shall be made in accordance with the requirements as set forth in Exhibit C, attached hereto and incorporated herein.

- b. The basis for this agreement shall be a COST REIMBURSEMENT as agreed to by both parties and as provided for and governed by policies of the State Department of Mental Health. Payment shall not exceed CONTRACTOR's actual costs. Adjustments to actual cost will start upon receipt of monthly actual costs from CONTRACTOR, which shall be received by the COUNTY, no later than the 15<sup>th</sup> day of the following month. The final adjustment to actual cost or maximum contract, whichever is less, will be made at the end of the fiscal year.

**Medi-Cal Services:** CONTRACTOR will provide Medi-Cal mental health services to COUNTY.

6. CONTRACTOR will adhere to and follow all Federal and State regulations and guidelines for the provision of and billing reimbursement on behalf of the COUNTY by Medi-Cal, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) and Medicaid as appropriate, and will participate in peer reviews of records, as assigned. CONTRACTOR shall be responsible for the timely submission of required Medi-Cal documentation. Failure to provide required documentation in a timely manner may result in delayed payment to CONTRACTOR.
7. **Disallowances:** If contractor claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement.
8. **Changes to Exhibit C:** Upon the written approval of the DIRECTOR, CONTRACTOR may make line item changes in Exhibit C. CONTRACTOR may purchase equipment on behalf of the COUNTY by insuring that title is vested with COUNTY. DIRECTOR approval in writing must be obtained prior to equipment purchase and CONTRACTOR must submit an attachment listing all equipment purchased.
9. **Financial Records:** CONTRACTOR shall maintain financial records that clearly reflect the cost of each type of service. Appropriate service and financial records must be maintained and retained for at least five years, or until audit findings are resolved, whichever is later. Any cost apportionment shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.
10. **Quarterly Financial Statements:** CONTRACTOR shall provide DIRECTOR quarterly financial statements within forty-five (45) days after the end of the quarter.
11. **Indirect Rate:** CONTRACTOR agrees to limit indirect cost rates charged to the COUNTY in accordance with the COUNTY'S Indirect Rate Guideline.
12. This agreement is contingent upon receiving State or Federal funds for the service described in Exhibit A. If the State Department of Mental Health disapproves this agreement, it shall be null and void.
13. **Confidentiality:**
  - a. CONTRACTOR shall comply and require its officers, employees, agents and/or subcontractors to comply with all Health Insurance Portability and Accountability Act (HIPAA) regulations. CONTRACTOR will execute and comply with the Business Associate Contract Provision in Exhibit D, attached hereto and incorporated herein.

- b. CONTRACTOR shall adhere to Confidentiality of Patient Records as specified under W&I Code, Section 5328; Code of Federal Regulations, Title 45, Section 205.50.
- c. CONTRACTORS providing inpatient services must submit all patient admission and length of stay requests for utilization review through existing hospital systems or Professional Standards Review Organizations or other method approved in advance by COUNTY.

#### **14. Compliance with Applicable Statutes, Ordinances and Regulations**

- a. CONTRACTOR shall comply with the applicable Federal, State, County and local laws in performance of work under this Agreement. During the performance of this Agreement, the CONTRACTOR shall comply with all Federal, State, County and local laws, rules, and regulations applicable to its performance under this Agreement. Should Federal or State or County or local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, the CONTRACTOR shall comply with them or notify the COUNTY, in writing, that it cannot so comply so that the COUNTY may take appropriate action.
- b. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.
- c. CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness. CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any COUNTY policies, standards of conduct or any federal, state or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.
- d. CONTRACTOR shall be liable for knowingly presenting or causing to be presented, submitting or causing to be presented, a false or fraudulent claim, record or statement for payment (Federal False Claims Act - 31 United States Code, Chapter 37, Sections 3729-3733), and California False Claims Act - Government Code, Sections 12650-12656.
  - a. CONTRACTOR shall comply with all Medi-Cal program integrity requirements including but not limited to those set forth in Exhibit E, attached hereto and incorporated herein.
  - b. Compliance with Immigration Law: CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.

- c. **Drug Free Workplace:** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
  - d. **Licenses and Permits:** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession.
  - e. **Suspension and Debarment:** By executing this Agreement, CONTRACTOR certifies that CONTRACTOR is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CONTRACTOR acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.
15. **Patient Records:** The CONTRACTOR shall maintain adequate records. Patient records must comply with all appropriate state and federal requirements. Individual records shall contain intake information, interviews and progress notes. Program records shall contain enough detail for evaluation of services.
16. **Program Reports:** CONTRACTOR shall provide quarterly and annual program reports to the COUNTY on a schedule and in the format determined by the DIRECTOR, focusing on the progress made towards meeting the goals and objectives described in Exhibit A.
17. **Provision of Bilingual Services:** When the patient served by the CONTRACTOR is a non-English or limited-English speaking person, CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating in that patient's primary language to ensure full and effective communication between the patient and CONTRACTOR staff. CONTRACTOR shall provide immediate translation to non-English or limited-English speaking patients whose conditions are such that failure to immediately translate would risk serious impairment. CONTRACTOR shall provide notices in prominent places in the facility of the availability of free translation in necessary other languages.
18. **Availability and Accessibility of Services -** CONTRACTOR will ensure that, or make arrangements for, services are available 24 hours a day, seven days a week when medically necessary.
19. **Audit Provisions:** CONTRACTOR shall provide an annual audit prepared by a Public Accountant or Certified Public Accountant, or the San Joaquin County Auditor's Office. The use of the County Auditor is discretionary with COUNTY. Contractors receiving less than \$25,000 annually from COUNTY are not required to obtain an outside audit.
- a. Audits must be submitted within the earlier of thirty (30) days after receipt of the Certified Public Accountant's report or nine months after the end of the County's fiscal year period. Two (2) copies submitted of each audit shall be submitted to:

San Joaquin County Behavioral Health Services

Attn: Contract Management  
1212 North California Street  
Stockton CA 95202

- b. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll timesheets. These records shall be preserved in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until costs have been finally determined under this Agreement and payment or final adjustment of payment has been made.
- c. CONTRACTOR shall permit COUNTY to examine and audit these records and all supporting records at all reasonable times. Audits shall be made not later than (a) five calendar years after completion of services rendered or (b) five calendar years after expiration date of this Agreement, whichever comes later.
- d. The State Department of Mental Health, COUNTY and/or their appropriate audit agency shall have the right to inspect all records to evaluate the cost, quality, appropriateness and timeliness of services. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, §8546.7).

20. **Indemnification:** CONTRACTOR agrees that it shall indemnify, defend and hold harmless the COUNTY, its agents, elected officials, officers, volunteers, authorized representatives and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR'S officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR arising from the operation of this Agreement, or any authority delegated to CONTRACTOR under this Agreement, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of COUNTY or any other person or persons, except those injuries or damages that are the result of willful acts or the sole negligence of the COUNTY, its officers, agent or employees.

Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of COUNTY, and any liability of the COUNTY for private attorney general fee awards. It is further expressly understood and agreed that the duty to indemnify shall include, but not be limited to, any internal costs for staff time, investigation costs and expenses, and fees of County Counsel reasonably incurred as a result of any act, omission, fault or negligence, whether active or passive, of CONTRACTOR or CONTRACTOR'S officers, agents, employees or authorized representatives, which relates in any manner to this Agreement, any work to be performed by CONTRACTOR under this Agreement, or any authority delegated to CONTRACTOR under this Agreement.

21. **Insurance Requirements:** During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- a. **Worker's Compensation:** A program of Worker's Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- b. **Comprehensive General Liability Insurance:** The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000), single limited liability.
- c. **Automobile Liability:** CONTRACTOR agrees to hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to transport clients, CONTRACTOR shall maintain comprehensive automobile liability, with the following minimum limits:

bodily injury each person	\$ 100,000
bodily injury each occurrence	\$ 300,000
property damage	\$ 100,000
automobile liability umbrella coverage	\$1,000,000
- d. **Additional Named Insured:** All policies except for workers' compensation shall contain additional endorsements naming the COUNTY and its officers, employees, agents, servants and volunteers as additional insured with respect to liabilities arising out of performance of services.
- e. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the COUNTY.
- f. **Proof of Coverage.** CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) day's written notice to the COUNTY. CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within thirty (30) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with certified copies of the policies and all endorsements for each

additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.

- g. **Liability:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

22. **Conflict of Interest:** Contractor has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. Contractor certifies that it is unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this agreement by giving written notice thereof.

Contractor certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

Further, any member of the CONTRACTOR's Board of Directors or officers is prohibited from working for CONTRACTOR except by consent of the DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances.

23. **Nepotism:** Nepotism occurs when relatives are in the same chain-of-command. A management official or supervisor with authority to take personnel management actions may not select a relative for a position anywhere in the CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in the CONTRACTOR's organization. For purposes of this statement, relative is defined as a spouse, parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings. Except by consent of DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

24. **Non-Exclusive Rights:** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.

25. **Governing Law:** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
26. **Venue:** Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.
27. **Entire Agreement:** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits, this Agreement shall prevail.
28. **Severability:** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
29. **Enforcement of Remedies:** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
30. **Modification, Amendments, and Waiver:** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
31. **Exhibits to Contract:** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and shall have the same force and effect as set forth in the Agreement.
32. **Headings:** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
33. **Force Majeure:** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
34. **Independent Contractor:** In the performance of work duties, and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an independent contractor practicing his or her own profession and not as an employee of the COUNTY. CONTRACTOR shall perform the CONTRACTOR'S work in strict accordance with approved methods and standards of practice in the CONTRACTOR'S professional specialty.

The sole interest of the COUNTY is to assure that the CONTRACTOR'S services are rendered in a competent and efficient manner in order to maintain the high standards of San Joaquin COUNTY. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed. The CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary except as provided in Exhibit C.

35. **Non-Assignment:** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
36. **Termination:** Either party to this Agreement may for any reason terminate this agreement at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:

- a. Immediately terminate the Agreement with CONTRACTOR.
- b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
- c. All other remedies provided by law.

Upon written notice from STATE DEPARTMENT OF MENTAL HEALTH to the COUNTY or CONTRACTOR that the CONTRACTOR is not complying with law or regulation, this agreement shall be terminated immediately. CONTRACTOR is to supply promptly all information necessary for the reimbursement of any outstanding claims.

37. **Notices:** Notices concerning this agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County  
County Administration Building  
44 S. San Joaquin Street  
Stockton CA 95202

CONTRACTOR:

*(insert name and address of contractor)*

COPY TO:

San Joaquin County  
Behavioral Health Services  
1212 N. California Street  
Stockton CA 95202

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

ATTEST: LOIS M. SAHYOUN,  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

COUNTY OF SAN JOAQUIN  
a political subdivision of the  
State of California

By: \_\_\_\_\_ (seal)  
Clerk

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

Hereinabove referred to as "COUNTY"

By: \_\_\_\_\_  
*(insert name and title of Contractor)*

Hereinabove referred to as  
"CONTRACTOR"

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Kenneth B. Cohen, Director  
Health Care Services

By: \_\_\_\_\_  
Victor Singh, Director  
Behavioral Health Services

APPROVED AS TO FORM:

DAVID WOOTEN  
County Counsel

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

**Exhibit A**

*(Insert Name of Contractor)*  
**Short-Term Crisis Residential Services**  
*(Insert Term of Agreement)*

**Scope of Work**

Contractor shall operate a Short-Term Crisis Residential Services in accordance with the requirements of San Joaquin County Behavioral Health Services' Request for Proposals and the Contractor's response thereto.

*(Upon completion of contract negotiations, and as a component for finalizing the contract documents, the Scope of Work will be drafted and inserted here detailing the required performance of the Contractor during the contract term.)*

## **Exhibit B**

### **Non-Discrimination Requirements Statement**

#### **Conditions of Employment**

All persons employed in the Behavioral Health Program (directly or through contract) meet applicable requirements contained in Division 5 of the Welfare & Institutions Code and Title 9 of the California Administrative Code unless otherwise noted in this Exhibit B.

Employment of personnel shall be made solely on the basis of merit, without regard to race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status.

1. Affirmative action shall be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status.
2. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection of training, including apprenticeship. There shall be posted in conspicuous places notices available to employees and applicants for employment provided by the County officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
3. All solicitations or advertisements for employees placed by or on behalf of the contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status.
4. Each labor union or representative of workers with which the County and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice provided by the County officer responsible for contracts, advertising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The County and any subcontractor will furnish all information and reports required by the Department of Health and will permit access to books, records, and accounts for purposes of investigation to ascertain compliance with paragraphs (1) through (3).
6. In the event of non-compliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated, or suspended in whole or in part and the contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with procedures authorized in the Department of Health's Affirmative Action Complaint Process.
7. All provisions of paragraphs (1) through (5) will be included in every subcontract unless exempted by rules, regulations, or orders of the Director of the Department of Mental Health so that such provisions will be binding upon each subcontractor. The contractor will take such action with respect to any subcontractor as the State may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, the

contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and the United States.

### **Provision of Services**

Services, benefits and facilities shall be provided to patients, or clients without regard to their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status and no one will be refused services because of inability to pay for such service.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status in accordance with Title VI or the Civil Rights Act of 1964, 42 U.S.C., Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race color, creed or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership or the requirement or condition which individuals must meet in order to be provided any service or benefits; the assignment of times or places for the provision of services on the basis of the race, color, creed or national origin or the participant to be served. The County and all subcontractors will take affirmative action to ensure that intended beneficiaries are provided services without regard to their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status.
2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status, may be resolved by the State through the Department of Mental Health's Affirmative Action Complaint Process.
3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Mental Health.

**Exhibit C**

*(Insert Name of Contractor)*  
**Short-Term Crisis Residential Services**  
*(Insert Term of Agreement)*

**Budget and Payment for Services**

*(Upon completion of contract negotiations, and as a component for finalizing the contract documents, the Budget and Payment for Services will be drafted and inserted here.)*

## **Exhibit D**

### **HIPAA Business Associate Contract**

The HIPAA Business Associate Contract (BAC) is an amendment to the Parent Agreement to which this BAC is attached; hereinafter referred to as "Parent Agreement". This BAC acknowledges Business Associate is the Contracting Party who regularly uses or discloses Protected Health Information in its performance of the services for the County of San Joaquin as described in the Parent Agreement. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E and the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and California Civil Code sections 1798.29 and 1798.82. This BAC is intended to ensure that Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) for "Protected Health Information" (PHI) that Business Associate may create, receive, use or disclose in connection with certain functions, activities, or services to be provided by Business Associate to County of San Joaquin.

In connection with Business Associate's creation, receipt, use or disclosure of PHI, the Parties agree as follows:

#### **1. Definitions**

All capitalized terms of this BAC shall have the meanings set forth in the HIPAA Privacy and Security Rules, and California Civil Code, unless otherwise defined herein.

"Breach of the Security of the System" shall mean the unauthorized acquisition of unencrypted computerized data maintained by Business Associate that compromises the security, confidentiality, or integrity of personal information, as described under CA Civil Code.

"Business Associate" shall mean party contracting with the County of San Joaquin.

"BAC" shall mean this Business Associate Contract Provision.

"CA Civil Code" shall mean 1798.29 and 1798.82 of the California Civil Code

"Covered Entity" shall mean the County Department of the County of San Joaquin that receives services from Business Associate under the Parent Agreement with the County of San Joaquin.

"Data Aggregation" shall mean the combining of PHI created or received by Business Associate on behalf of Covered Entity with PHI received by Business Associate in its capacity as Business Associate of another covered entity, to permit data analyses related to the health care operations of Covered Entity.

"Designated Record Set" shall have the same meaning given to such term, but not limited to, in 45 CFR 164.501.

"Disclosure" shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

"Individual" shall mean the person who is the subject of the protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Protected Health Information or PHI" shall mean any individually identifiable health information (IIHI), whether oral or contained in written form or electronic medium that: (i) relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) identifies the

individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning contained in 45 CFR §§ 160.103 and 164.501. PHI shall include electronic protected health information that is transmitted by, or maintained in, electronic media as defined in 45 CFR 160.103.

“Required by Law” shall have the same meaning given to such term in 45 CFR 164.501.

“Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

“Use” shall mean, with respect to protected health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

## 2. General Use and Disclosure Provisions

2.1 The Parties acknowledge that changes to Federal and State laws relating to privacy and electronic data security may necessitate the amendment of this BAC. The Parties agree to promptly negotiate in good faith to amend this BAC to comply with the HIPAA Privacy and Security Rules or other applicable laws. The Parties agree to take such action as is necessary to implement the standards and requirements of the HIPAA Privacy and Security Rules, other applicable laws relating to the privacy or security of PHI, as well as interpretations of a court or regulatory agency with authority over the Parties. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

2.2 Where provisions of this BAC are different from those mandated by the HIPAA Privacy and Security Rules and CA Civil Code, but are nonetheless permitted, the provisions of this BAC shall control.

2.3 Except as expressly provided in the HIPAA Privacy and Security Rules or this BAC, this BAC does not create any rights in third parties.

## 3 Confidentiality And Information Security Provisions

3.1 Business Associate shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), e.g. protected health information (PHI).

### **3.2 Permitted Uses and Disclosures of IIHI by Business Associate:**

- a) *Permitted Uses and Disclosures:* Except as otherwise provided in this BAC, Business Associate, may use or disclose IIHI to perform functions, activities or services identified in this BAC provided that such use or disclosure would not violate federal or state laws or regulations.
- b) *Specific Uses and Disclosures Provisions:* Except as otherwise indicated in the BAC, Business Associate may:
  - 1) Use and disclose IIHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such use and disclosures are permitted by law.

- 2) Use IIHI to provide data aggregation services to San Joaquin County Behavioral Health Services (SJCBS). Data aggregation means the combining of IIHI created or received by Business Associate for the purposes of this contract with IIHI received by Business Associate in its capacity as Business Associate of another HIPAA covered entity, to permit data analyses that relate to the health care operations of SJCBS.

### 3.3 Responsibilities of Business Associate:

#### a) *Safeguards*

Business Associate agrees to implement safeguards to prevent the use or disclosure of IIHI other than as provided for by this BAC. Business Associate shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this BAC. Business Associate shall provide SJCBS with information concerning such safeguards as SJCBS may reasonably request from time to time.

Business Associate shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

Business Associate shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Business Associate shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

Business Associate shall:

- 1) Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - (a) Network-based firewall and/or personal firewall
  - (b) Continuously updated anti-virus software
  - (c) Patch-management process including installation of all operating system/software vendor security patches
- 2) Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs) with a solution that uses proven industry standard algorithms.

Business Associate shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

### **3. Mitigation of Harmful Effects**

To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of IIHI by Business Associate or its subcontractors in violation of the requirements of this BAC.

### **4. Agents and Subcontractors of Business Associate**

To ensure that any agent, including a subcontractor to which Business Associate provides IIHI received from SJCBS, or created or received by Business Associate, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this BAC to Business Associate with respect to such information.

### **5. Notification of Electronic Breach or Improper Disclosure**

During the term of this BAC, Business Associate shall immediately notify the **SJCBHS immediately upon** discovery of any breach of PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the SJCBHS Privacy Officer within two (2) business days of discovery at **(209) 468-8859**. Business Associate shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation to the SJCBHS Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

San Joaquin County Behavioral Health ServicesHIPAA Privacy Officer  
c/o Administration  
1212 N. California Street  
Stockton, CA 95202

**6. Employee Training and Discipline**

Business Associate agrees to train its employees and use reasonable measures to ensure compliance with the requirements of this BAC by employees who assist in the performance of functions or activities under this BAC and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this BAC, including by termination of employment.

**7. Audits, Inspection and Enforcement**

From time to time, SJCBHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this BAC. Business Associate shall promptly remedy any violation of any provision of this BAC and shall certify the same to the SJCBHS Privacy Officer in writing. The fact that SJCBHS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibilities to comply with this BAC. SJCBHS failure to detect or detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of SJCBHS enforcement rights under this BAC.

**9. Term and Termination**

**9.1 Term:**

The term of this BAC is the same as the Parent Agreement.

**9.2 Termination for Cause:**

In addition to the termination provisions and other remedies that the County has in the Parent Agreement, SJCBHS has the right to terminate this BAC, which in effect, is a termination of the Parent Agreement if Business Associate violates a material term at this BAC. Upon SJCBHS knowledge of a material breach by Business Associate, SJCBHS shall either:

- a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAC if Business Associate does not cure the breach or end the violation within thirty (30) days of receipt of written notice of the existence of an alleged breach.
- b) Immediately terminate this BAC if Business Associate has breached a material term of this BAC and cure is not possible, or
- c) If neither cure nor termination is feasible, SJCBHS Privacy Officer shall report the violation to the Secretary of the United States Department of Health & Human Services and to the California Department of Mental Health.

**9.3 Judicial or Administrative Proceedings:**

SJCBHS may terminate this BAC, effective immediately, if:

- a) Business Associate is found liable in a civil matter or guilty in a criminal matter proceeding for a violation of the HIPAA Privacy or Security rule, or
- b) There is a finding or stipulation that Business Associate has violated a Privacy or Security standard or a requirement of HIPAA, or

- c) Business Associate is found to have violated a Privacy or Security standard or requirement or other privacy or security laws in an administrative or civil proceeding in which Business Associate is a party.

#### 9.4 Effect of Termination:

Upon the termination or expiration of Parent Agreement or this BAC, for any reason, Business Associate shall return or destroy all IHI received from SJCBS that Business Associate still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, Business Associate shall continue to extend the protections of this BAC to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Business Associate.

### 10. Miscellaneous Provisions

#### 10.1 Disclaimer:

SJCBS makes no warranty or representation that compliance by Business Associate with this BAC, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the Business Associate's possession or control, or transmitted or received by the Business Associate is, or will be, secure for unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of IHI.

#### 10.2 Assistance in Litigation or Administrative Proceedings:

Business Associate shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this BAC, available to SJCBS at no cost to SJCBS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against SJCBS, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Business Associations and/or its subcontractor, employee, or agent, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

#### 10.3 No-third Party Beneficiaries:

Nothing expressed or implied in the terms and conditions of this BAC is intended to confer, nor shall anything herein confer, upon any person other than SJCBS or Business Associate and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

#### 10.4 Interpretation:

The terms and conditions of this BAC shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this BAC shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

#### 10.5 Regulatory References:

A reference in the terms and conditions of this BAC to a section in the HIPAA regulations means the section as in effect or as amended.

#### 10.6 Survival:

The respective rights and obligations of Business Associate under 10.2 of this BAC shall survive the termination or expiration of this BAC.

#### 10.7 No Waiver of Obligations:

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## **Exhibit E**

### **Program Integrity Requirements**

CONTRACTORS who provide services to San Joaquin County (SJC) Medi-Cal beneficiaries shall comply with the following Program Integrity requirements. The term CONTRACTOR includes the agency and the staff of the agency that enters into contract with San Joaquin County Behavioral Health Services (SJC BHS) to provide services to SJC Medi-Cal beneficiaries.

#### **1. Standards Of Conduct**

SJC BHS is committed to compliance, by letter and spirit, with all federal, state, and local laws and regulations. CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness.

CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any SJC BHS policies, standards of conduct or any federal, state or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.

CONTRACTOR and its employees are responsible for reading, understanding, and adhering to SJC BHS policies regarding Program Integrity by signing SJC BHS Standards Of Conduct for Organizational Providers that will be provided by SJC BHS.

#### **2. Compliance Program**

##### *Federal Requirements:*

San Joaquin County Behavioral Health Services (SJC BHS) has implemented a Compliance Program in accordance with Title 42, Code of Federal Regulations (CFR), Section 438.608, to guard against fraud, waste or abuse. CONTRACTOR and its employees are required to comply with applicable state and federal regulations, and with SJC BHS policies, procedures and standards, that are designed to detect, respond, prevent, and correct violations of those requirements. SJC BHS shall review CONTRACTOR's continued compliance through site certification reviews conducted at least every three years, in addition to periodic and/or ad-hoc auditing and monitoring of CONTRACTOR's activities.

##### *Mandatory Trainings:*

CONTRACTOR shall participate in mandatory trainings provided by SJC BHS.

##### *Documentation:*

CONTRACTOR shall comply with SJC BHS policies, procedures and standards regarding proper documentation of services and billing, including third-party verification of documentation before claiming. CONTRACTOR shall follow the rules of proper documentation to satisfy Medi-Cal audit requirements for reimbursement of Federal Financial Participation (FFP) and Early Periodic Screening Diagnosis and Treatment (EPSDT). Failure to provide required documentation in a timely manner may result in delayed or withheld payment to CONTRACTOR.

CONTRACTOR shall reimburse SJC BHS for any and all internal and external audit disallowances that are the CONTRACTOR's responsibility.

CONTRACTOR shall provide services in compliance with authorization requirements, and shall reimburse SJC BHS for unauthorized services, i.e., services that cannot be billed to Medi-Cal because of the lack of a current Client Plan that authorizes those services.

##### *False Claims:*

CONTRACTOR shall be liable for knowingly presenting or causing to be presented, submitting or causing to be presented, a false or fraudulent claim, record or statement for payment (Federal False Claims Act - 31 United States Code, Chapter 37, Sections 3729-3733), and California False Claims Act - Government Code, Sections 12650-12656).

The federal civil penalty for each claim (or service billed) is \$5,000 to \$10,000 for each false claim, plus 3 times the

amount of damages. The state civil penalty for each claim (or service billed) is up to \$10,000 for each false claim, plus 3 times the amount of damages, and the costs of a civil action brought to recover any of those penalties or damages.

The criminal penalty for willfully making or causing to be made any false statement or representation of a material fact or any benefit or payment under a federal health care program, is a felony, and upon conviction, a fine of no more than \$25,000 or imprisonment of no more than 5 years, or both (42 USC, Section 1128B).

#### *Whistleblower Protections*

CONTRACTOR shall not discharge, demote, suspend, threaten, harass, or discriminate against an employee, because of lawful acts done by the employee in cooperating with the False Claims Acts, including investigation for, initiation of, testimony for, or assistance in an action filed or one in the process of being filed (31 USC, Section 3730-h).

#### *Indemnification*

CONTRACTOR shall indemnify, defend and hold SJCBS, its officers and employees harmless from and against any and all claims, losses, liabilities, damages, demands, and actions arising out of CONTRACTOR's performance of this agreement.

#### **Availability And Accessibility Of Services**

CONTRACTOR who also serves enrollees of commercial health plans (e.g. Health Plan of San Joaquin, Kaiser, Blue Shield, Blue Cross, etc.) is required to offer Medi-Cal beneficiaries at least the same hours of operation and access to services as he/she offers to commercial health plan enrollees.

#### **Practice Guidelines**

CONTRACTOR agrees to follow the clinical practice guidelines developed and/or adopted by SJCBS. SJCBS follows the guidelines developed by the American Psychiatric Association (APA) and customized practice guidelines development by SJCBS. If a conflict exists between the guidelines, the SJCBS customized guideline prevails. The APA guidelines are summarized in the 2004 "Quick Reference" of the APA Practice Guidelines. The customized guidelines are available in the organization policy and procedures under Administration, the Practice Guideline series (120 administrative category) is available upon request. (To order individual Practice Guidelines or the 2004 Compendium of APA Practice Guidelines, visit [www.appi.org](http://www.appi.org) or call 800-368-5777).

SJCBS Children and Youth Services have adopted the practice guidelines developed by the American Academy of Child And Adolescent Psychiatry (AACAP). If a conflict exists between these and our customized guidelines, the customized guideline prevails. AACAP guidelines are summarized in Practice Parameter and Guidelines and can be obtained at [www.aacap.org](http://www.aacap.org), or call (1-800-638-3030).

#### **Advance Directives**

CONTRACTOR is required to comply with SJCBS policies, procedures and requirements regarding Advance Directives, as set forth in Title 42, CFR (please refer to the training and materials that will be provided by SJCBS).

#### **Beneficiary Problem Resolution Process**

CONTRACTOR shall comply with SJCBS policies and procedures regarding Beneficiary Problem Resolution Process in accordance with Title 42, CFR, Part 438, Subpart F, and Title 9, California Code of Regulations (CCR), Sections 1850.205 and 1850.305.

The Beneficiary Problem Resolution Process includes processes for grievances, appeals and expedited appeals that enable beneficiaries to resolve concerns or grievances about any specialty mental health service-related issue. SJCBS requires CONTRACTOR to resolve concerns as quickly and simply as possible (please refer to the Beneficiary Problem Resolution Process training and materials that will be provided by SJCBS).