
AGENDA

1.0 CALL TO ORDER

2.0 PUBLIC PARTICIPATION

Citizens are encouraged to participate in the deliberation of the CAHELP JPA Governance Council. Several opportunities are available during the meeting for the Council to receive oral communication regarding the presentations of any items listed on the agenda. Please ask for recognition either before a presentation or after the presentation has been completed. Please complete and submit a "Registration Card to Address the Governance Council" to the Recording Secretary and adhere to the provisions described therein.

3.0 HEARINGS

4.0 ADOPTION OF THE AGENDA

4.1 **BE IT RESOLVED** that the September 7, 2018 CAHELP JPA Governance Council Meeting Agenda be approved as presented.

5.0 PRESENTATIONS

5.1 Apple Valley Therapeutic Center

The Desert/Mountain Operations Area Director will provide a brief update on the Apple Valley Therapeutic Center.

5.2 SBCSS D/M Operations 2017-18 Fee-For-Service Year-End Actuals

The SBCSS D/M Operations Fiscal Year 2017-18 Fee-For-Service Year-End Actuals will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Program Manager.

5.3 SBCSS D/M Student Services Early Start (Infant Program)

The SBCSS Internal Business Program Manager will provide a verbal update on the SBCSS D/M Student Services Early Start (Infant Program) Funding and the proposed Fee-For-Service Rate for the 2019-2020 school year.

6.0 INFORMATION / ACTION

6.1 SBCSS D/M Operations Final 2017-18 LCFF Revenue Transfer (**ACTION**)

The SBCSS D/M Operations Fiscal Year 2017-18 LCFF Revenue Transfer will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Program Manager.

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- 6.1.1 **BE IT RESOLVED** that the SBCSS D/M Operations Final LCFF Revenue Transfer be approved as presented.
- 6.2 **SBCSS D/M Operations 2017-18 Fee-for-Service Return (ACTION)**
The SBCSS D/M Operations 2017-18 Fee-For-Service Return will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Program Manager.
- 6.2.1 **BE IT RESOLVED** that the SBCSS D/M Operations 2017-18 Fee-For-Service be approved as presented.
- 6.3 **2018-19 Nonpublic, Nonsectarian School/Agency Services Master Contract (ACTION)**
The CAHELP Master Contract for Nonpublic Schools and Nonpublic Agencies is reviewed annually by the State SELPA Administrator's Association, legal counsel for State SELPA, the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA to ensure all legal requirements are met in the contract. The Desert/Mountain SELPA and the Desert/Mountain Charter SELPA policies indicate that the Master Contract and Individual Service Agreement (ISA) adopted by the SELPA and Charter SELPA will be approved by the California Association of Health and Education Linked Professions (CAHELP), Joint Powers Authorities (JPA) Governance Council and/or legal counsel and is updated per federal or state requirements. The CEO of CAHELP is requesting approval of the 2018-19 Master Contract and ISA.
- 6.3.1 **BE IT RESOLVED** that the 2018-19 CAHELP Master Contract and Individual Service Agreement for Nonpublic Schools and Nonpublic Agencies be approved as presented.
- 6.4 **CAHELP Revised Strategic Plan for Web Accessibility (ACTION)**
CAHELP signed a resolution agreement with the Office of Civil Rights (OCR) in response to a discrimination complaint filed against the Desert/Mountain SELPA alleging discrimination on website accessibility to persons with disabilities. One of the requirements of the resolution is to establish a strategic plan for web accessibility. The CAHELP CEO will present the revised CAHELP Strategic Plan for Web Accessibility for approval.
- 6.4.1 **BE IT RESOLVED** that the CAHELP Revised Strategic Plan for Web Accessibility be approved as presented.
- 6.5 **Regional Facility Disposition (ACTION)**
CAHELP is seeking approval for the disposition of the one D/M SELPA portable facility located at Lime Street Elementary School and the four D/M SELPA portable facilities located at Cottonwood Elementary School and purchased through

AGENDA

the Regional Facility Acquisition Process. Given the age of the facilities and the projected cost of relocation, it is the recommendation of the CAHELP Chief Executive Officer (CEO) to transfer ownership of the portable facilities to the Hesperia Unified School District, to be sold with the district properties as a part of the district.

6.5.1 **BE IT RESOLVED** that the CAHELP Governance authorize and approve the D/M SELPA to transfer ownership of the D/M SELPA portable facilities located at Lime Street Elementary School and Cottonwood Elementary School to the Hesperia Unified School District, to be sold with the district properties as presented.

6.6 Desert/Mountain Charter SELPA Applications for Membership FY 2018-19
(ACTION)

The Desert/Mountain Charter SELPA has received four applications for membership into the Charter SELPA for FY 2018-19. A summary of each of the potential applicants will be presented for discussion. Recommendations for membership will be offered from the CAHELP administrative team and the Charter SELPA CEOs.

6.6.1 **BE IT RESOLVED** that the Elite Academic Academy – Lucerne application for membership be approved as presented.

6.6.2 **BE IT RESOLVED** that the Elite Academic Academy-Adult Work Force Investment application for membership be approved as presented.

6.6.3 **BE IT RESOLVED** that the California STEAM San Bernardino application for membership be approved as presented.

6.6.4 **BE IT RESOLVED** that the University Prep San Bernardino Charter application for membership be approved as presented.

7.0 CONSENT ITEMS

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

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7.1 **BE IT RESOLVED** that the following Consent Items be approved as presented:

- 7.1.1 Approve the April 6, 2018 CAHELP JPA Governance Council Meeting Minutes.
- 7.1.2 Approve the 2018 Theraplay Annual Certified Therapist Membership Dues for Rosalina Becerra, Julie McNeil, and Janice Titherley in the amount of \$150.00.
- 7.1.3 Approve the the Association of Community Based Organizations (ACBO) 2018 Annual Membership for DMCC Director Linda Llamas in the amount of \$125.00.
- 7.1.4 Approve the 2018/2019 Crisis Prevention Institute (CPI) Annual Membership Recertification for Ned Broberg, Danielle Cote, Brian Follis, Blanca Medrano, Michael Norton, Sheila Parisian, and Linda Rodriguez in an amount not to exceed \$150.00 per individual membership.
- 7.1.5 Approve the 2018/2019 two-year International Critical Incident Stress Foundation (ICISF) memberships for Kenia Aguilar, Brian Follis, Anna Lopez, Robin McMullen, Jessica Martinez, and Molly Roha in the amount of \$90.00 per individual membership.
- 7.1.6 Approve the Declaration of Low Incidence Equipment as Salvage or Surplus.

The Desert/Mountain SELPA is seeking approval from the CAHELP JPA Governance Council for the release to surplus or salvage of unassigned and/or obsolete low incidence equipment currently in storage. All of the low incidence equipment identified on the inventory report has been reviewed and determined to be unassigned and/or obsolete.

8.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

8.1 CAHELP JPA Process and Procedure Manual (First Read)

The CAHELP Governance Council Policies and Procedures manual will be presented for a first read by the governance council. Edits and suggestions will occur during the next month for any revisions.

8.2 Contract Updates

The CAHELP CEO will present the newest contracts for programs and services to be offered. The contracts include: WIOA, Triage, SART, EIIS, SAP, CIS and SATS.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
September 7, 2018 -12:30 p.m.
Cal State University San Bernardino, 5500 University Parkway, San Bernardino 92407

AGENDA

8.3 Inter-District Transfers

The CAHELP CEO will present the SELPA Inter-District Transfer Form and recommendations for additional verbiage.

8.4 Compliance Timeline

The CAHELP CEO will present information regarding special education compliance and expectations for the 2018-2019 school year.

8.5 Nonpublic School Update

The CAHELP CEO will provide an update on the two non-public schools (Bright Futures Academy and Desert View) in operation in the Desert/Mountain Region.

8.6 Charter SELPA Update

The CAHELP CEO will provide an update on the application for membership presented to the Governance Council in April 2018 for Taylion San Bernardino Academy.

8.7 Property Update

The CAHELP CEO will provide an update on the CAHELP property and subcommittee recommendations.

9.0 INFORMATION ITEMS

9.1 High Tech High Statewide Benefit Charter - Mesa

9.2 Due Process Summaries

9.3 Professional Learning Summary

9.4 DBH Annual Compliance Forms

10.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS

11.0 CEO COMMENTS

12.0 MATTERS BROUGHT BY CITIZENS

This is the time during the agenda when the CAHELP JPA Governance Council is again prepared to receive the comments of the public regarding items on this agenda or any school related special education issue.

When coming to the podium, citizens are requested to give their name and limit their remarks to five minutes.

Persons wishing to make complaints against CAHELP JPA Governance Council personnel must have filed an appropriate complaint form prior to the meeting.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
September 7, 2018 -12:30 p.m.
Cal State University San Bernardino, 5500 University Parkway, San Bernardino 92407

AGENDA

When the CAHEHLP JPA Governance Council goes into Closed Session, there will be no further opportunity for citizens to address the Council on items under consideration.

13.0 CLOSED SESSION

14.0 ADJOURNMENT

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, December 7, 2018, at 12:30 p.m., at the Roy C Hill Education Center – Telepresence Room, 601 North E Street, San Bernardino, CA 92415.

Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.

5.1 Apple Valley Therapeutic Center
Verbal Report, no materials

FEE-FOR-SERVICE BUDGET to ACTUALS COMPARISON- 2017-18

SELPA	Desert Mountain				Budget	Actuals	+Increase/ -Decrease	
A. REVENUES								
					March 2017	September 2018		
		RS	OB	GL	FC			
1. AB602 Special Ed Funding		6500	8311	5001	0000	\$ 31,626,264	\$ 32,429,779	\$ 803,515
2. Property Tax Transfer		6500	8097	5001	0000		\$ 4,047,230	
3. Property Tax Transfer Adjustment between 2017-18 P-2 and Annual							\$ (394,513)	
4. Federal IDEA (Local Assistance Entitlement)		3310	8181	5001	0000		\$ 1,087,259	
5. Net FFS (A1-A2+A3-A4)		6500	8311	5001	0000		\$ 27,689,803	
6. LCFF ADA Revenue Transfer		6500	8710	5001	0000	\$ 6,217,190	\$ 6,377,588	\$ 160,398
7. Prior Year Revenue Limit Fall Out		6500	8019	5001	0000			\$ -
8. Federal Preschool		3315	8182	5730	0000	\$ 157,892	\$ 134,449	\$ (23,443)
9. Preschool Local Entitlement		3320	8182	5730	0000	\$ 480,973	\$ 412,411	\$ (68,562)
10. Infant Part C		3385	8182	5710	0000	\$ 37,210	\$ 37,210	\$ -
11. Infant State Apportionment		6510	8311	5710	0000	\$ 794,488	\$ 806,915	\$ 12,427
12. Federal Preschool - Backfill for RS 3315		6513	8182	5730	0000			\$ -
13. Staff Development		6535	8590	5001	0000			\$ -
14. Other State		6500	8590	5001	0000			\$ -
15. Infant Discretionary		6515	8590	5710	0000	\$ 24,609	\$ 18,665	\$ (5,944)
16. Parent Infant Program (Local Contract)		9285	8699	5710	0000	\$ 5,612	\$ 856	\$ (4,756)
17. Local Revenue - Interagency Agreements		6500	8677	5001	0000			\$ -
18. Other Local Revenue		6500	8699	5001	0000		\$ 950	\$ 950
19. Contrib. frm Unrestricted		6500	8981	5001	0000	\$ 224,664	\$ 209,843	\$ (14,821)
20. Contrib. to Juvenile Hall (ADA Transfer)		6500	8311	5770	0000	\$ (31,398)	\$ (34,079)	\$ (2,681)
TOTAL REVENUES						\$ 39,537,504	\$ 40,394,587	\$ 857,083
B. EXPENDITURES								
1. SAI Services - SDC						\$ 20,349,183	\$ 20,820,808	\$ 471,625
2. CDS - RSP						\$ 77,894	\$ 134,650	\$ 56,756
3. Related Services - DIS						\$ 6,106,442	\$ 6,303,543	\$ 197,101
4. Itinerant						\$ 1,262,579	\$ 1,197,349	\$ (65,230)
5. 1:1 Aide Services						\$ 4,430,723	\$ 4,124,175	\$ (306,548)
6. Bus Aides						\$ 272,937	\$ 290,557	\$ 17,620
7. Interpreter Services						\$ 911,254	\$ 703,873	\$ (207,381)
8. Preschool Intensive Autism						\$ 1,728,080	\$ 1,742,957	\$ 14,877
9. Preschool SDC						\$ 2,581,087	\$ 2,496,313	\$ (84,774)
10. Preschool Related Services - DIS						\$ 863,342	\$ 795,961	\$ (67,381)
11. Early Start (NO FFS)						\$ 957,962	\$ 924,465	\$ (33,497)
TOTAL EXPENDITURES						\$ 39,541,483	\$ 39,534,651	\$ (6,832)
C. PRIOR YEAR ADJUSTMENTS								
1. Prior Year AB602 Revenue Funding Adjustment		6500	8319	5001	0000	\$ -	\$ 9,160	\$ 9,160
2. Early Start Beginning Balance						\$ 7,644	\$ 51,449	\$ 43,805
TOTAL PRIOR YEAR ADJUSTMENTS						\$ 7,644	\$ 60,609	\$ 52,965
D. 2017-18 ENDING BALANCE								
1. Total Revenues (Section A)						\$ 39,537,504	\$ 40,394,587	\$ 857,083
2. Plus Total Prior Year Revenue Adjustments (Section C)						\$ 7,644	\$ 60,609	\$ 52,965
3. Less Total Expenditures (Section B)						\$ 39,541,483	\$ 39,534,651	\$ (6,832)
4. Less Early Start Ending Balance						\$ 3,665	\$ 13,174	\$ 9,509
5. Plus Unused 2017-18 Reserve						\$ 1,157,915	\$ 1,157,915	\$ -
6. 2017-18 Fee-For-Service Ending Balance						\$ 1,157,915	\$ 2,065,288	\$ 907,371

Service Counts	Budget	Actuals	Diff
SAI Services - SDC	730	757.33	27.3
CDS - RSP	12	10	-2
Related Services - DIS	991	987.92	-3.08
Itinerant	190	256.5	66.5
1:1 Aide Services	90	86.08	-3.92
Bus Aides	37	42.75	5.75
Interpreters	12	9.83	-2.17
Preschool Intensive Autism	72	90.92	18.9
Preschool SDC	124	112.33	-11.7
Preschool Related Services - DIS	450	385.33	-64.7
Early Start (NO FFS)	N/A	N/A	N/A

ADA	
Estimated ADA - Budget	640.72
ADA - Actuals	644.10

San Bernardino County Superintendent of Schools

Desert Mountain County Operated Special Education Program
2017-18 Year-End Actuals
September 2018

		SAI SERVICES > 50% SDC	CDS SPEC EDUCATION SERVICES RSP ONLY	RELATED SERVICES DIS	ITINERANT	1 TO 1 AIDE SERVICES	BUS AIDES	INTERPRETER SERVICES	PRESCHOOL INTENSIVE AUTISM	PRESCHOOL SDC	PRESCHOOL RELATED SERVICES DIS	EARLY START	TOTAL
	RATE	\$ 22,495.00	\$ 2,422.00	\$ 5,013.00	\$ 5,406.00	\$ 40,048.00	\$ 6,001.00	\$ 61,774.00	\$ 21,037.00	\$ 18,244.00	\$ 1,682.00		
OBJECT	EXPENSE												
1000-1999	Certificated Salaries	7,417,538	101,414	1,812,152	633,875	-	-	-	463,573	861,747	336,672	505,990	12,132,961
2000-2999	Classified Salaries	4,034,410	-	1,033,804	48,990	2,094,219	196,951	351,842	480,021	539,501	138,471	52,197	8,970,405
3000-3999	Employee Benefits	5,419,785	32,524	1,012,953	273,653	1,285,843	41,497	193,587	511,167	679,709	185,650	220,830	9,857,200
4000-4999	Books & Supplies	73,084	524	6,780	4,233	-	-	-	-	14,426	1,282	1,072	101,400
5000-5999	Services & Other Operating Expenditures	158,834	188	1,309,005	22,174	5,550	75	32,393	7,225	2,325	5,574	23,130	1,566,473
6000-6999	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-
	Sub total	17,103,651	134,650	5,174,694	982,926	3,385,611	238,523	577,822	1,461,986	2,097,709	667,649	803,219	32,628,439
	% of Total	0.62278	N/A	0.18842	0.03579	0.12328	0.00869	0.02104	0.34584	0.49622	0.15794	N/A	
	Allocated Cost (GL 5001 & 5730; FN 2100, 2105, 2700, 8100)	2,030,134	0	614,215	116,669	401,858	28,312	68,585	138,672	198,972	63,328	45,770	3,706,516
	Sub total 1000-5000 costs	19,133,785	134,650	5,788,909	1,099,595	3,787,469	266,835	646,408	1,600,658	2,296,681	730,977	848,989	36,334,955
7300-7380	Indirect Cost @ 8.89%	1,687,023	0	514,634	97,754	336,706	23,722	57,466	142,299	199,632	64,984	75,475	3,199,694
	TOTAL EXPENSE	20,820,808	134,650	6,303,543	1,197,349	4,124,175	290,557	703,873	1,742,957	2,496,313	795,961	924,465	39,534,649

RESOURCE	OBJECT	REVENUE											
6500	8097	Property Tax Revenue	2,274,853		688,255	130,733	450,300	31,725	76,853				3,652,717
3310	8181	Federal Local Assistance	677,127.22		204,864.20	38,913.67	134,035.10	9,443.05	22,875.77				1,087,259
6500	8311	AB602 FFS Revenue	14,084,233	24,220	4,059,308	1,216,992	2,863,130	215,375	507,716	1,912,614	2,049,409	648,131	27,581,129
6500	8311	AB602 Base per ADA Revenue		77,132									77,132
6500	8319	AB602 Prior Year		9,160									9,160
		Total FFS Revenue (Lines 20-24)	17,036,213	110,512	4,952,427	1,386,639	3,447,465	256,543	607,444	1,912,614	2,049,409	648,131	32,407,397

RESOURCE	OBJECT	Revenue											
		LCFF Distribution (based on % of total expense of applicable program)	0.62278		0.18842	0.03579	0.12328	0.00869	0.02104				
6500	8710	Local Control Funding Formula Revenue	3,971,858		1,201,682	228,258	786,216	55,391	134,184				6,377,588
3315	8182	Federal Preschool							46,498	66,717	21,234		134,449
3320	8182	Preschool Local Entitlement							142,628	204,648	65,134		412,411
3385	8182	Part C Early Intervention										37,210	37,210
6510	8311	Infant I-50 Apportionment										806,915	806,915
6513	8182	Federal Preschool - Backfill for RS 3315											0
6515	8590	Infant Discretionary										18,665	18,665
9285	8677	Infant RC Contract										856	856
6512	8590	Mental Health											0
6535	8590	Staff Development											0
6500	8311	AB602 Base Revenue											0
6500	89XX	Contrib to Restricted (JCS TRANSFER)		(34,079)									(34,079)
6500	8699	Local	950										950
6500	8311	Needles (Contracted Nurse)	31,543										31,543
3320	8699	Local Stale Dated Warrant									0		0
6500	8989	Contribution from Unrestricted	129,082	58,217								22,543	209,843
												51,449	51,449
		TOTAL REVENUE:	\$ 21,169,647	\$ 134,650	\$ 6,154,109	\$ 1,614,897	\$ 4,233,681	\$ 311,934	\$ 741,628	\$ 2,101,740	\$ 2,320,774	\$ 734,500	\$ 40,455,197

Excess Cost Per Program	348,839	-	(149,434)	417,548	109,506	21,377	37,754	358,784	(175,539)	(61,461)	13,174	920,548
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Number of Services - Final	757.33	10.00	987.92	256.50	86.08	42.75	9.83	90.92	112.33	385.33	N/A
2017-18 Approved Rates	\$ 22,495	\$ 2,422	\$ 5,013	\$ 5,406	\$ 40,048	\$ 6,001	\$ 61,774	\$ 21,037	\$ 18,244	\$ 1,682	N/A
Total 2017-18 Fee-For-Service Revenue	\$ 17,036,213	\$ 24,220	\$ 4,952,427	\$ 1,386,639	\$ 3,447,465	\$ 256,543	\$ 607,444	\$ 1,912,614	\$ 2,049,409	\$ 648,131	\$ 32,321,105

SUMMARY	
2017-18 Total Revenue	\$ 40,455,197
2017-18 Total Expense	\$ 39,534,649
Subtotal	\$ 920,548
Less Early Start Ending Balance	\$ 13,174
Net Estimated FFS Ending Balance	\$ 907,374
2017-18 Unused Reserve	1,157,915
Total Ending Balance	\$ 2,065,288

5.3 SBCSS D/M Student Services Early Start (Infant Program)
Verbal Report, no materials

San Bernardino County Superintendent of Schools
DESERT MOUNTAIN COUNTY OPERATED SPECIAL EDUCATION PROGRAM

2017-18 LCFF Revenue Transfer
District Funded Students
P-2/Annual Final

District of Residence	% to Target	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Adelanto	96.5443%	10,182	9,362	9,640	-	
P-2/ Annual ADA		38.48	28.53	17.03	-	
Total		391,809	267,084	164,165		823,058
Apple Valley	96.1908%	9,220	8,477	8,729	10,379	
P-2 / Annual ADA		27.65	20.01	16.35	41.24	
Total		254,943	169,630	142,723	428,037	995,333
Barstow	96.1733%	9,792	9,003	9,271	11,023	
P-2/Annual ADA		4.74	1.55	2.34	8.82	
Total		46,416	13,955	21,693	97,223	179,287
Bear Valley	96.1576%	9,259	8,513	8,766	10,423	
P-2/Annual ADA		3.96	3.54	0.36	-	
Total		36,665	30,135	3,156		69,956
Helendale	96.5318%	8,533	7,845	8,078	-	
P-2/ Annual ADA		2.64	0.48	-	-	
Total		22,527	3,766			26,293
Hesperia	95.7228%	9,588	8,815	9,077	10,793	
P-2/Annual ADA		10.79	9.42	6.29	61.11	
Total		103,453	83,039	57,095	659,551	903,139
Lucerne	97.1049%	10,186	9,365	9,643	11,466	
P-2/Annual ADA		2.09	2.78	2.20	10.22	
Total		21,288	26,034	21,215	117,180	185,717
Needles	96.4098%	9,546	8,776	9,037	10,745	
P-2/Annual ADA		9.25	4.86	1.68	12.99	
Total		88,298	42,653	15,183	139,583	285,718
Oro Grande	98.3199%	10,716	9,852	-	-	
P-2/Annual ADA		0.84	0.85	-	-	
Total		9,001	8,374			17,376
Snowline	95.7360%	9,072	8,341	8,598	10,213	
P-2 / Annual ADA		19.81	6.85	9.01	16.65	
Total		179,726	57,138	77,389	170,041	484,293
Trona	96.8021%	9,494	8,729	8,988	10,687	
P-2 / Annual ADA		3.28	0.67	1.94	0.99	
Total		31,139	5,848	17,437	10,580	65,004
Victor Elementary	96.1173%	10,088	9,275	-	-	
P-2/Annual ADA		100.11	58.32	-	-	
Total		1,009,905	540,913			1,550,818
Victor Valley Union High	96.3180%	-	-	9,470	11,260	
P-2 / Annual ADA		-	-	19.37	54.01	
Total				183,437	608,161	791,598

Summary				
District	P-1 Total	50% Transfer	P-2 / Annual Total	Final Transfer
Adelanto	806,327	403,164	823,057.96	419,893.96
Apple Valley	1,000,966	500,483	995,332.62	494,849.62
Barstow	180,191	90,095	179,286.51	89,191.51
Bear Valley	69,796	34,898	69,955.68	35,057.68
Helendale	15,256	7,628	26,292.72	18,664.72
Hesperia	852,065	426,032	903,138.67	477,106.67
Lucerne	181,305	90,652	185,717.11	95,065.11
Needles	273,021	136,510	285,717.78	149,207.78
Oro Grande	17,806	8,903	17,375.79	8,472.79
Snowline	488,410	244,205	484,293.32	240,088.32
Trona	66,169	33,084	65,003.94	31,919.94
Victor Elementary	1,499,978	749,989	1,550,818.32	800,829.32
Victor Valley Union High	762,642	381,321	791,597.89	410,276.89
Total	6,213,930	3,106,964	6,377,588.31	3,270,624.31

San Bernardino County Superintendent of Schools
Desert Mountain County Operated Special Education Program
2017-18 Fee-For-Service Return

District	SAI Services	% of Services	Total Return	Related Services DIS	% of Services	Total Return	Itinerant	% of Services	Total Return	1:1 Aides	% of Services	Total Return	Bus Aides	% of Services	Total Return	Interpreters	% of Services	Total Return	Preschool	% of Services	Total Return	Preschool Related Services	% of Services	Total Return	Preschool Intensive Autism	% of Services	Total Return	Grand Total
			\$ 348,839			\$ (149,434)			\$ 417,548			\$ 109,506			\$ 21,377			\$ 37,754			\$ (175,539)			\$ (61,461)			\$ 358,784	\$ 907,374
Adelanto Elementary	96.92	13%	\$47,050	106.33	12%	(\$17,633)	26.00	10%	\$43,425	12.75	15%	\$16,410	2.58	6%	\$1,290	0.00	0%	\$0	18.08	16%	(\$28,636.14)	93.67	25%	(\$15,613)	19.50	22%	\$79,054	\$125,348
Apple Valley Unified	120.92	17%	\$58,701	149.17	17%	(\$24,738)	19.50	8%	\$32,569	14.83	17%	\$19,088	6.83	16%	\$3,416	2.00	20%	\$7,674	5.75	5%	(\$9,107.18)	72.67	20%	(\$12,113)	20.58	23%	\$83,432	\$158,923
Baker Valley Unified*																												\$0
Barstow Unified	21.50	3%	\$10,437	30.67	3%	(\$5,086)	15.00	6%	\$25,053	2.75	3%	\$3,540	0.00	0%	\$0	0.17	2%	\$652	21.50	19%	(\$34,052.93)	55.83	15%	(\$9,306)	0.00	0%	\$0	(\$8,763)
Bear Valley Unified	9.08	1%	\$4,408	17.17	2%	(\$2,847)	3.00	1%	\$5,011	1.00	1%	\$1,287	0.42	1%	\$210	0.00	0%	\$0	1.33	1%	(\$2,106.53)	1.50	0%	(\$250)	0.00	0%	\$0	\$5,712
Excelsior	0.00	0%	\$0	0.00	0%	\$0	5.00	2%	\$8,351	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$8,351
Helendale Elementary*																												\$0
Hesperia Unified	102.50	14%	\$49,759	84.67	9%	(\$14,041)	69.50	28%	\$116,078	15.00	18%	\$19,306	10.83	25%	\$5,417	2.33	24%	\$8,940	17.50	16%	(\$27,717.50)	44.08	12%	(\$7,347)	14.25	16%	\$57,770	\$208,165
Lucerne Valley Unified	20.33	3%	\$ 9,869.33	27.83	3%	(\$4,615)	3.00	1%	\$ 5,010.57	3.25	4%	\$ 4,183.05	0.00	0%	\$ -	0.00	0%	\$ -	3.17	3%	\$ (5,020.83)	3.33	1%	\$ (555.04)	0.00	0%	\$ -	\$8,872
Needles*																												\$0
Oro Grande Elementary	3.25	0%	\$1,578	4.92	1%	(\$816)	0.50	0%	\$835	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$1,597
Silver Valley Unified	0.00	0%	\$ -	0.00	0%	\$0	3.00	1%	\$5,011	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.67	1%	(\$1,061.18)	0.67	0%	(\$112)	0.17	0%	\$689	\$4,527
Snowline Jt. Unified	63.25	9%	\$30,705.11	79.42	9%	(\$13,171)	16.50	7%	\$27,558.15	5.00	6%	\$6,435.46	3.75	9%	\$1,875.61	0.17	2%	\$652.26	15.25	14%	\$ (24,153.82)	23.58	6%	\$ (3,930.27)	0.00	0%	\$ -	\$25,972
Trona Jt. Unified*	7.75	1%	\$3,762.29	16.50	2%	(\$2,736)	0.00	0%	\$ -	1.00	1%	\$1,287.09	0.00	0%	\$ -	0.00	0%	\$ -	0.00	0%	\$ -	1.33	0%	\$ (221.68)	0.00	0%	\$0	\$2,091
Victor Elementary	183.50	26%	\$89,081.24	277.17	31%	(\$45,964)	31.50	13%	\$2,611.02	13.25	16%	\$17,053.96	2.83	7%	\$1,415.46	0.00	0%	\$ -	27.58	25%	\$ (43,682.78)	72.08	20%	\$ (12,014.17)	34.00	38%	\$137,837.79	\$196,338
Victor Valley Union High	89.58	12%	\$43,487.18	107.25	12%	(\$17,786)	57.50	23%	\$6,035.99	16.25	19%	\$20,915.23	15.50	36%	\$7,752.51	5.17	53%	\$19,836.41	0.00	0%	\$ -	0.00	0%	\$ -	0.00	0%	\$ -	\$170,242
Total	718.58	100%	\$348,839	901.10	100%	(\$149,434)	250.00	100%	\$ 417,548	85.08	100%	\$ 109,506	42.74	100%	\$ 21,377	9.84	100%	\$ 37,754	110.83	100%	(\$175,539)	368.74	100%	\$ (61,461)	88.50	100%	\$ 358,784	\$907,374

*Districts receiving small school district protection are not included in the calculated return. Service counts have been removed for these districts and funds are reallocated to the remaining districts.

District	Col. A Unused 17/18 Reserve	Col. B 2017-18 FFS Ending Balance	Col. C 2017-18 Total Ending Balance	Col. D Less 3% Reserve - Reserve - \$1,338,934	Col. E Balance to Return Balance - \$726,355
Adelanto Elementary	\$ 137,449	\$ 125,348	\$ 262,797	\$ 170,060	\$ 92,737
Apple Valley Unified	\$ 199,058	\$ 158,923	\$ 357,981	\$ 231,655	\$ 126,326
Baker Valley Unified	\$ -	\$ -	\$ -	\$ -	\$ -
Barstow Unified	\$ 4,967	\$ (8,763)	\$ (3,796)	\$ -	\$ (3,796)
Bear Valley Unified	\$ 16,638	\$ 5,712	\$ 22,350	\$ 14,463	\$ 7,887
Excelsior	\$ 193	\$ 8,351	\$ 8,544	\$ 5,529	\$ 3,015
Helendale Elementary	\$ -	\$ -	\$ -	\$ -	\$ -
Hesperia Unified	\$ 198,848	\$ 208,165	\$ 407,013	\$ 263,384	\$ 143,629
Lucerne Valley Unified	\$ 24,483	\$ 8,872	\$ 33,355	\$ 21,584	\$ 11,771
Needles	\$ -	\$ -	\$ -	\$ -	\$ -
Oro Grande Elementary	\$ 5,638	\$ 1,597	\$ 7,235	\$ 4,682	\$ 2,553
Silver Valley Unified	\$ 3,501	\$ 4,527	\$ 8,028	\$ 5,195	\$ 2,833
Snowline Jt. Unified	\$ 114,154	\$ 25,972	\$ 140,125	\$ 90,677	\$ 49,448
Trona Jt. Unified	\$ 5,564	\$ 2,091	\$ 7,655	\$ 4,954	\$ 2,702
Victor Elementary	\$ 230,759	\$ 196,338	\$ 427,097	\$ 276,381	\$ 150,717
Victor Valley Union High	\$ 216,661	\$ 170,242	\$ 386,902	\$ 250,370	\$ 136,532
Total	\$ 1,157,915	\$ 907,374	\$ 2,065,288	\$ 1,338,934	\$ 726,355

Re: 2018-19 Nonpublic School Master Contract

Dear NPS Provider,

The California Association of Health & Education Linked Professions Joint Powers Authority (CAHELP JPA) Chief Executive Officer on behalf of the Desert/Mountain Special Education Local Plan Area (SELPA), Desert/Mountain Charter SELPA, and the Desert/Mountain Children's Center, is the authorized representative/contracting agent for our local education agencies (LEAs) for purposes of developing nonpublic school/nonpublic agency (NPS/NPA) rates and master contractual agreements.

We appreciate the services you provide to our students. The Inland Empire SELPA Administrators (IESA) have negotiated rates for Non Public Schools who provide services to multiple SELPA's in the Inland Empire. These negotiated rates are reflected on the rate sheet enclosed with the Master Contract. We are happy to pass along a cost of living increase (COLA) of 2.71% based on the Governor's proposed budget for public education next year applied to any item that was not negotiated with IESA.

Please note that we will remain with the 180-day calendar year, and the number of extended school year (ESY) days will be 20 unless additional days are authorized by the individualized education program (IEP).

Enclosed for your review is the Master Contract for 2018-19, and summary of revisions made to the agreement. In order to meet the July 1, 2018 new fiscal year requirements, signed contracts should be returned to the Desert/Mountain SELPA office no later than 5:00 p.m., June 22, 2018. If you are in agreement with the terms and conditions of the contract, please sign all three original copies of the signature page and retain one for your records. Return the other two signature pages to our office in the self-addressed stamped envelope as soon as possible and no later than June 22, 2018. We ask that you do not alter the Master Contract or Rate Sheet enclosed. If you have any questions, please feel free to contact our office at (760) 955-3559.

Additionally, we will require a copy of the following information:

NPS:

- State certification
- Certificate of insurance (with the limits as outlined in the agreement)
- Class list for 2017-18
- AB 1858 Compliance documentation:
 - Daily schedule
 - Copies of credentials of staff
 - List of teachers and classroom assignments
 - List of one-to-one aide assignments
 - Copy of disciplinary policy
 - List of core curriculum textbooks, material including title, edition, and copyright date
 - Extra-curricular activities provided
 - Description of general education program instruction

Once we receive these items along with the signed Master Contract, we will initiate the individual services agreements (ISAs) for our students.

As a reminder, NPS certification must be updated annually. NPS are required under state law to provide the SELPA, in which the NPS is located, with a written notification of intent to renew its certification to provide related services for individuals with exceptional needs. The SELPA has 30 days to respond to the application request before the NPS can submit its application packet to the California Department of Education (CDE). Renewal and/or new applications become available on August 1st and may be submitted to the CDE anytime between August 1st and October 31st. Please note that the previous application submission/process to the California Accountability & Improvement System (CAIS) was decommissioned on June 30, 2016. For additional information regarding the NPS renewal and/or new certification process, visit the CDE website <http://www.cde.ca.gov/sp/se/ds/npsactapp.asp>

Lastly, due to the number of NPS contracts, we ask that you submit your renewal application at least thirty (30) days prior to the October 31st deadline.

We greatly appreciate the services you provide to our students and look forward to working with you in the upcoming school year.

Thank you,

Jenae Holtz
Chief Executive Officer, CAHELP JPA

JH;jh
Enclosures

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2018-2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District:

Contract Year: _____

- Nonpublic School
 Nonpublic Agency

Type of Contract:

- Master Contract for fiscal year with Individual Service Agreement (ISA) to be approved throughout the term of this contract.
- Individual Master Contract for a specific student incorporating the Individual Service Agreements (ISA) into the terms of this Individual Master Contract specific to a single student.
- Interim Contract: An extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the sole discretion of the CAHELP JPA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

2018-2019 MASTER CONTRACT
General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services
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[EXHIBIT A: RATE SCHEDULE](#)

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

Authorization for Master Contract and General Provisions Authority

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2018, between the **California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA)** through the Desert/Mountain SELPA, Desert/Mountain Charter SELPA, and Desert/Mountain Children’s Center (hereinafter referred to as “CAHELP JPA”), authorized by member districts and charter schools (hereinafter referred to as “LEA”) to act as the representative/contracting agent, and _____ (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361, and 56365 et seq., and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003), and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the CAHELP JPA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized CAHELP JPA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of an LEA student, the CAHELP JPA shall submit to the CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”) and a Nonpublic School Placement Referral packet and Student Enrollment form as specified in the CAHELP JPA Procedures. Unless otherwise agreed to in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. CAHELP JPA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the CAHELP JPA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school/agency services shall be provided consistent with the area of certification specified

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

by CDE certification and as defined in California Education Code section 56366 et seq., and within the professional scope of practice of each provider's license, certification, and/or credential.

A current copy of CONTRACTOR's nonpublic school/agency certification or waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2, must be provided to the CAHELP JPA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify CAHELP JPA of such expiration of certification or waiver.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 25 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that State to provide, respectively, special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care to children, including but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the State where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the CAHELP JPA and CDE of any change in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modifications or relocation of facilities; and (5) significant modification of the program, may result in the suspension or revocation of CDE certification, and/or suspension or termination of this Master Contract by the CAHELP JPA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, State, local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable CAHELP JPA/LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR, must be specifically agreed to in writing between the CONTRACTOR and CAHELP JPA/LEA. CONTRACTOR hereby acknowledges and agrees that it accepts all

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

risks and responsibilities for its failure to comply with CAHELP JPA/LEA policies and shall indemnify CAHELP JPA/LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable CAHELP JPA/LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavioral interventions).

CONTRACTOR acknowledges and understands that CAHELP JPA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 of the California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the CAHELP JPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to ninety (90) days from July 1 of the new fiscal year (Title 5 of the California Code of Regulations section 3062(d)). No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the CAHELP JPA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to the CAHELP JPA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the CAHELP JPA procedures and each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the CAHELP JPA may modify the procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the CAHELP JPA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. The CAHELP JPA may require additional information as applicable. CONTRACTOR that is a nonpublic school shall provide the

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

CAHELP JPA with an updated classroom roster, including LEA students' names, assigned teachers, paraprofessionals, and credentialing or licensing of each staff member, by the 5th of each month. If the application packet is not completed and returned to the CAHELP JPA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the CAHELP JPA duly signed by an authorized representative within ninety (90) calendar days of issuance by the CAHELP JPA, the new contract rates will not take effect until the newly executed Master Contract is received by the CAHELP JPA, and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to the CAHELP JPA by CONTRACTOR (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the CAHELP JPA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the CAHELP JPA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to LEA student as a result of lack of provision of services while LEA student was served by the nonpublic school or agency.

If a parent or student's LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of State and Federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH consistent with section

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

1415(k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the CAHELP JPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the CAHELP JPA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the CDE and its officers, agents, and/or employees.
- b. The term "authorized representative/contracting agent" refers to the California Association of Health and Education Linked Professions Joint Powers Agreement (CAHELP JPA). It is understood that the CAHELP JPA initiates a Master Contract based on the request of a LEA member.

The term "local educational agency (LEA)" refers to the school districts and charter schools who are members of the CAHELP JPA (Refer to Exhibit B for list of member LEAs in the CAHELP JPA).

- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services, and has met Federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or in the absence of such requirements, the State education agency approved or recognized requirements, and adheres to the standards of professional practice established in Federal and State law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations (Title 5 of the California Code of Regulations section 3001(y)).

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- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, or refer to themselves using a specified professional title, including but not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives; or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations section 300.30(b)(1) or (2). Parent does not include the State or any political subdivision of government or the nonpublic school/agency under contract with the CAHELP JPA for the provision of special education or related services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.
- k. The term “ERMHS” refers to Educationally Related Mental Health Services.

ADMINISTRATION OF CONTRACT

8. NOTICES

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All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the CAHELP JPA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavioral intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; State nonpublic school and/or agency certification by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; case receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; Federal/State payroll quarterly reports; bank statements and canceled checks, or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064, and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of the LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR"

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do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by State and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to the LEA. These shall include, but not be limited to, current transcripts, IEP/ISPs, and reports. CAHELP JPA/LEA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the CAHELP JPA of any change of ownership or corporate control within thirty (30) calendar days of change of ownership, or change of authorized representative.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the CAHELP JPA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the CAHELP JPA to conform to administrative and statutory guidelines issued by any State, Federal, or local governmental agency. The party seeking such modification shall provide the CAHELP JPA thirty (30) day notice of any such changes or modifications made to conform to administrative or statutory guidelines, and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the CAHELP JPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 6. CONTRACTOR or the CAHELP JPA may also terminate an ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

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15. INSURANCE

CONTRACTOR shall, at his/her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- a. **Commercial General Liability Insurance**, including both bodily injury and property damage,

- \$2,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- b. **Business Auto Liability Insurance** for all owned scheduled, non-owned, or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools, and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with the State of California auto insurance requirements.

- c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- d. **Errors and Omissions (E&O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is**

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afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
- e. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the CAHELP JPA with certificates of insurance evidencing required coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The policy shall name the CAHELP JPA and LEA as additional insured's in case legal action is brought against the CAHELP JPA and LEA for actions or negligence of the CONTRACTOR. The Commercial General Liability and Automobile Liability policy shall name the CAHELP JPA and LEA as additional insured's premiums on all insurance policies that shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- f. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the CAHELP JPA. At its option, the CAHELP JPA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by CAHELP JPA, or eliminate such deductibles or self-insured retentions with respect to CAHELP JPA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- g. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to CAHELP JPA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by CAHELP JPA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- h. All Certificates of insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT CENTER ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- a. **Commercial General Liability** coverage of \$3,000,000 per occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the CAHELP JPA and LEA, and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the CAHELP JPA/LEA which may be applicable to any claims or loss shall be

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deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the CAHELP JPA/LEA.

- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- c. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per occurrence.
- d. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence with no Self-Insured Retention.
- e. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- f. **Sexual Molestation and Abuse Coverage** unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If the CAHELP JPA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

If any of the policies required to be maintained under these insurance requirements are written on a claims-made basis, the following shall apply:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services to be performed.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the services.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement, the RTC must purchase an extended reporting period for a minimum of five (5) years after the completion of services or the termination of this Agreement.

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4. Upon request, a copy of the claims-made reporting requirements must be submitted to the CAHELP JPA for review.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless CAHELP JPA/LEA and its Board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (CAHELP JPA/LEA Indemnities) harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence, intentional act, willful act, or omission of CONTRACTOR, including without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it (excluding CAHELP /LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The CAHELP JPA/LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, CAHELP JPA shall defend, indemnify, and hold CONTRACTOR and its Board members, administrators, employees, agents, attorneys, and subcontractors (CONTRACTOR Indemnities) harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act, or omission of CAHELP JPA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

CAHELP JPA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers CAHELP JPA employees acting within the course and scope of their respective duties, and that its self-insurance covers CAHELP JPA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between the CAHELP JPA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the CAHELP JPA and any individual assigned by CONTRACTOR to perform any services for the CAHELP JPA/LEA.

If the CAHELP JPA is held to be a partner, joint venturer, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the

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CAHELP JPA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the CAHELP JPA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to the CAHELP JPA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event the CAHELP JPA determines that it can provide the subcontracted service(s) at a lower rate, the CAHELP JPA may elect to provide such service(s). If the CAHELP JPA elects to provide such service(s), the CAHELP JPA shall provide written notification to the CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible unless written approval for any change is first obtained by the CAHELP JPA. Any subcontract of the work contemplated under this Agreement without the express written approval from the CAHELP JPA shall be considered a material breach of the Agreement and the CAHELP JPA shall have the rights under the law for that material breach. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the CAHELP JPA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the CAHELP JPA. All endorsements are to be received and approved by the CAHELP JPA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the CAHELP JPA/LEA as additional insured.

As an alternative to the CAHELP JPA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All certificates of insurance shall reference the CAHELP JPA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in sections 46 (Clearance Requirements) and 47 (Staff Qualifications) of this Master Contract.

CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CAHELP JPA/LEA at least forty-five (45) days prior to cancellation or material change in coverage.

19. CONFLICTS OF INTEREST

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CONTRACTOR shall provide to the CAHELP JPA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose and refrain from any relationship with the CAHELP JPA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, including but not limited to, employment with CAHELP JPA/LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a LEA student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the CAHELP JPA otherwise agree in writing, the CAHELP JPA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by the CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by the CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3, which provides in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the CAHELP JPA/LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty-five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide related services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition-free "scholarship" basis, and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or

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disability, or any other classification protected by Federal or State law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. DISPUTE RESOLUTION

In the event of a disagreement regarding the distribution of funding, responsibility for service provision and any other activities specified within this Master Contract, it is the intent of the CAHELP JPA that issues be resolved at the lowest level possible. The CAHELP JPA Governance Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of forty-five (45) days, but is not intended to undermine local authority.

If LEA or CONTRACTOR, including those that are out-of-geographic boundaries, disagree with a decision or practice of another agency or the SELPA office, that LEA or CONTRACTOR has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present issues to their respective superintendent/CDE or designee, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Administrator or his/her designee, or the services of a neutral mediator from outside the CAHELP JPA. In the event the issue cannot be resolved either party may request review by the SELPA Administrator, or his/her designee. If the issue cannot be resolved with the recommendation of the SELPA Administrator, either party may request that the issue be placed on the agenda of the CAHELP JPA Governance Council for a hearing on the issues and ultimate resolution. The decision of the CAHELP JPA Governance Council shall be final.

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

22. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school/agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the LEA student's IEP. If student services are provided by a third party (i.e., Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and CAHELP JPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities

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for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including but not limited to, screenings, assessments to include translation of such written assessment reports when required, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible LEA students with low incidence disabilities when specified in the LEA student's IEP and ISA. Such equipment remains the property of the CAHELP JPA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and parent agree otherwise in writing.

23. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school/agency services shall be provided consistent with the area of certification specified by CDE certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy, and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; and (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music, and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and Federal law; and (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general

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program of instruction shall be described in writing and a copy provided to the CAHELP JPA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements. At the close of each semester for LEA students in grades 9 through 12 inclusive, CONTRACTOR shall prepare transcripts and submit them to the student's LEA of residence for evaluation of progress toward completion of diploma or certificate of completion requirements. The LEA shall issue the high school diploma or certificate of completion to LEA students.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavioral Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each LEA student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by the CONTRACTOR to a substitute program, or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is an LCI, all services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to the CAHELP JPA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavioral Intervention Services must have a trained behaviorist or trained equivalent on staff. It is understood that behavior intervention services are limited per CDE certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the CAHELP JPA and CONTRACTOR agree otherwise in writing.

24. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

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For LEA students in grades kindergarten through 12 inclusive, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at the same level that California Education Code prescribes for the LEA.

Per California Education Code section 46207(a), notwithstanding sections 46200 to 46205, inclusive, upon a determination that a school district equals or exceeds its local control funding formula target computed pursuant to section 42238.02 as determined by the calculation of a zero difference pursuant to paragraph (1) of subdivision (b) of section 42238.03, each school district, as a condition of apportionment pursuant to section 42238.02, as implemented pursuant to section 42238.03, shall, for each fiscal year, offer, at the minimum, the following number of minutes of instruction:

1. To pupils in kindergarten, 36,000 minutes.
2. To pupils in grades 1 to 3, inclusive, 50,400 minutes.
3. To pupils in grades 4 to 8, inclusive, 54,000 minutes.
4. To pupils in grades 9 to 12, inclusive, 64,800 minutes.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

25. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and CAHELP JPA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

26. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the CAHELP JPA a school calendar with the total number of billable days not to exceed 180 days, plus twenty (20) extended school year billable days equivalent to the number of days determined

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by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the CAHELP JPA. Nothing in this Master Contract shall be interpreted to require the CAHELP JPA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

The student must have actually been in attendance during the regular school year and/or during extended school year, and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. LEA student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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27. DATA REPORTING

CONTRACTOR shall agree to provide to the CAHELP JPA, all data related to LEA student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this Master Contract and requested by and in the format required by the CAHELP JPA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Web IEP System or comparable system approved by the CAHELP JPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The CAHELP JPA/LEA shall provide the CONTRACTOR with appropriate software, user training, and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

28. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow all CAHELP JPA/LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a LEA student should be transitioned into the public school setting, CONTRACTOR shall assist in implementing the IEP team’s recommended activities to support transition which may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements, and other student supports. Additionally, that these provisions shall also apply to mediated agreements and OAH decisions.

CONTRACTOR shall notify the LEA should the LEA student show progress is not being made and shall request an IEP team meeting with the LEA to discuss the appropriate LRE. Conversely, should the LEA student show improvement in his/her educational placement, CONTRACTOR shall call an IEP team meeting with the LEA to decide on the appropriate LRE.

29. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), the Desired Results

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Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities test (using LEA-authorized assessment instruments), the FITNESSGRAM® (physical fitness test), and the English Language Proficiency Assessments for California (“ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA, and State and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of the CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA, and State and Federal guidelines.

30. MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend CAHELP JPA/LEA mandated meetings when legal mandates, and/or CAHELP JPA/LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. The CAHELP JPA/LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

31. POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of California Education Code sections 56521.1 and 56521.2, regarding positive behavioral interventions. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal law and its implementing regulations. If the IEP team determines that a LEA student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavioral Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the LEA student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1, regarding emergency interventions and Behavioral Emergency Reports (“BER”). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of

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its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavioral management strategies. Training includes certification with an approved SELPA crisis intervention program. CONTRACTOR will submit a written copy of any BER report or incident report to CAHELP JPA and LEA within 24 hours of its development.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR may complete their own incident report for events that do not meet emergency intervention requirements.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others, and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a BER form be completed and submitted to the CAHELP JPA and LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify parent within twenty-four (24) hours via telephone. If the LEA student's IEP does not contain a BIP or Positive Behavioral Intervention Plan (PBIP), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment (FBA), and to determine an interim plan. If the LEA student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with the LEA an IEP meeting within two (2) days.

Pursuant to California Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as a

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limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (7) any intervention that precludes adequate supervision of individual; and (8) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Education Code sections 56521.1 and 56521.2. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports and other strategies to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013).*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual student, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the LEA student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusion of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

32. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for LEA student discipline that is consistent with State and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

33. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all State assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting (California Education Code sections 56366(a)(2)(B)(i) and (ii), and 56345(b)(4)).

If the LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the LEA student into the general

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education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the LEA student from the special education program into the general education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR, or the LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR, and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols), written assessment reports and translations of such written assessment reports, when required, created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to CAHELP JP/LEA policy and procedures. It is understood that attendance at the IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Web IEP System for all IEP planning and progress reporting. The CAHELP JPA/LEA shall provide training for any nonpublic school/agency to assure access to Web IEP. The nonpublic school/agency shall maintain confidentiality of all IEP data on the Web IEP System and shall protect the password requirements of the system. When a LEA student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of the Web IEP System for that LEA student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the LEA student's IEP. In the event that the CONTRACTOR believes the LEA student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of considering a change in the student's placement. LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by the LEA or OAH consistent with section 1415(k)(1)7) of Title 20 of the United States Code.

If no parent or guardian can attend the IEP team meeting, the CONTRACTOR with support of the LEA, shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, the CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter. There must be documentation of parent consent to the IEP obtained via telephone or by written signature before payment can be made for the services rendered.

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34. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments.

A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to California Education Code section 51225.1.

35. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the CAHELP JPA/LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with CAHELP JPA/LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular LEA student's IEP/Individual and Family Service Plan (ISP/IFSP).

36. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment policies pursuant to California Education Code section 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the CAHELP JPA.

37. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) within ten (10) days of the LEA's request.

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CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans, or behavioral intervention plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and Federal laws and regulations and pursuant to CAHELP JPA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to the LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and the development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion. CONTRACTOR understands and accepts that CONTRACTOR is also responsible for the costs of translation for all written assessment reports when requested by the parent and when required.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, and/or any assessments and translations of such written assessment reports when requested and when required, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the LEA student's record and shall be made available to the LEA upon written request.

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38. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer for LEA students in grades 9 through 12 inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

If an LEA student is enrolled in the nonpublic school without the LEA's knowledge, the CONTRACTOR shall notify the LEA within twenty-four (24) hours. Failure to notify the LEA within twenty-four (24) hours may result in a delay or forfeiture of reimbursement to the CONTRACTOR.

40. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when a LEA student is withdrawn without prior notice from school and/or services, including LEA student's change of residence to a residence outside of LEA service boundaries, and LEA student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC").

41. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters.

CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

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CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the LEA student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for an emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in LEA student's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school/agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding LEA student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services outside of the LEA student's school as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization

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in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents or guardians, both verbal and written, shall also be provided to the LEA.

43. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9(c)(1), Health and Safety Code section 1501.1(b), (AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003)), AB 1261 (2005, AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 704 (2015), and the procedures set forth in the CAHELP JPA/LEA Procedures. An LCI shall not require that a LEA student be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), Title 20 of the United States Code section 1412(a)(1)(A) and California Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Title 20 of the United States Code section 1401(29); California Education Code section 56031; Title 5 of the California Code of Regulations section 3001 et seq., California Code of Regulations, Title 2 section 60100 et seq., regarding the provision of counseling services, including residential care for LEA students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: (1) special education eligibility at the time of enrollment; and (2) the educational placement and services specified in each LEA student's IEP at the time of enrollment.

Unless placement is made pursuant to an OAH order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that State to provide, respectively, special education and related services to students under

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the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

44. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

45. MONITORING

CONTRACTOR shall allow representatives from the CAHELP JPA/LEA access to its facilities for the purpose of periodic monitoring each LEA student's instructional program and shall be invited to participate in the formal review of each LEA student's progress. CAHELP JPA/LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, CAHELP JPA/LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CAHELP JPA and CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9, and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR's facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any CAHELP JPA/LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant State and Federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that the CAHELP JPA/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

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PERSONNEL

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the CAHELP JPA that none of its employees, volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1, as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California State teaching credential or who are currently licensed by another State agency that requires a criminal record summary, from submitting two sets of fingerprints for the purpose of obtaining a criminal record summary from the CDOJ and FBI. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the CAHELP JPA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another State agency. Background clearances and proof of subsequent arrest notification services as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

47. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California

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Education Code section 56366.1(n)(1), and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (Title 5 of the California Code of Regulations section 3064 (a)). Documentation (e.g., a letter) must exist in the employee's personnel file if the teacher does not have the appropriate certification or authorization to teach a LEA student with specific disability indicating this is not a misassignment but rather an IEP team determination of FAPE. The teachers shall also be authorized to teach English language learners as needed.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent); and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate through a formal State or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that State to provide special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the CAHELP JPA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by

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CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify the CAHELP JPA/LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the CAHELP JPA procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify CAHELP JPA/LEA and CDE in writing within thirty (30) calendar days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

CONTRACTOR shall notify the CAHELP JPA/LEA within thirty (30) calendar days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The CAHELP JPA/LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications, or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the CAHELP JPA/LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the CAHELP JPA.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for his/her child. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. It is neither required nor desirable that an employee of the LEA or CONTRACTOR, related service provider, student, or parent be subjected to abusive language or behavior. All parties under this Master Contract shall promote mutual respect, civility, and orderly conduct when carrying out the provisions of this Agreement.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policy and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a student's home as specified in the IEP, CONTRACTOR must assure that the parent or guardian, authorized adult caregiver, or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, State, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406; and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

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52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable Federal, State, and local laws, regulations, and ordinances. Failure to notify the CAHELP JPA/LEA and CDE of any changes in major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the CAHELP JPA.

CONTRACTOR shall have a disaster plan, if applicable, with written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to, an earthquake, bomb threat, medical emergencies, and/or power outage.

CONTRACTOR shall maintain and keep available for inspection by the CAHELP JPA/LEA a log containing the date, time, and length of all practice disaster drills completed during the current school year, as well as all practice drills completed during the previous three (3) years.

CONTRACTOR shall report within seven (7) days to the CAHELP JPA/LEA any violations of items found out of compliance by the fire marshal during inspection of the premises and accompanying buildings. The CONTRACTOR is required to have an operational fire warning system that complies with all required State and Federal laws. Additionally, the CONTRACTOR must also have an occupancy capacity sign clearly posted in all rooms as required in California Health and Safety Code and/or by the fire marshal.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the LEA student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent

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with LEA student's physician's written orders. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within twenty-four (24) hours by fax, electronically, and/or U.S. mail, any accident or incident report to the LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under CONTRACTOR's supervision, the need for mental health service; injuries requiring medical attention; and injuries resulting from physical restraint, LEA student has injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in CAHELP JPA/LEA procedures.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

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CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all CAHELP/LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the CAHELP JPA procedures, and will be governed by all applicable Federal and State laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavioral intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the CAHELP JPA/LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the CAHELP JPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a CAHELP JPA form with signatures in the manner prescribed by CAHELP JPA in the CAHELP JPA procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this

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Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each LEA student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the CAHELP JPA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. CAHELP JPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of CAHELP JPA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the CAHELP JPA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by CAHELP JPA. CAHELP JPA shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completed corrected rebilling invoice is received by the CAHELP JPA.

In no case, shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case, shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the CAHELP JPA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the CAHELP JPA, then no limit is set provided that the CAHELP JPA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. CAHELP JPA will not pay mileage for NPA employee unless authorized through an ISA.

59. RIGHT TO WITHHOLD PAYMENT

The CAHELP JPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when LEA student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by CAHELP JPA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by California Education Code section 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning

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one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a LEA student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the CAHELP JPA until completion of a review or audit, if deemed necessary by the CAHELP JPA. Such review or audit shall be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the CAHELP JPA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date of the violation occurred and until the violation is cured; or (f) if the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the CAHELP JPA determines that cause exists to withhold payment to CONTRACTOR, CAHELP JPA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that CAHELP JPA is withholding payment. Such notice shall specify the basis or bases for the CAHELP JPA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the CAHELP JPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the CAHELP JPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the CAHELP JPA specifying the reason it believes payment should not be withheld. The CAHELP JPA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the CAHELP JPA believes payment should not be made. If the CAHELP JPA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the CAHELP JPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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1. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.
2. After sixty (60) business days: Disagreements between the CAHELP JPA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the CAHELP JPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the CAHELP JPA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

61. PAYMENT FOR ABSENCES

- **Nonpublic School Staff Absence**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage pursuant to the CAHELP JPA/LEA procedures. Substitute teachers shall remain with their assigned class during all instructional time. The CAHELP JPA/LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The CAHELP JPA/LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

- **Nonpublic School Student Absence**

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the CAHELP JPA/LEA procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. The CAHELP JPA/LEA shall not pay for services provided on days that a LEA student's attendance

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does not qualify for Average Daily Attendance (ADA) reimbursement under State law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the LEA student was served. The CAHELP JPA/LEA shall not be responsible for payment of related services for days on which a LEA student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under State law, nor shall LEA student be eligible for make-up services.

- **Nonpublic Agency Staff Absence**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The CAHELP JPA/LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the CAHELP JPA/LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

- **Nonpublic Agency Student Absence**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the LEA student's absence, as specified in the CAHELP JPA/LEA procedures. The CAHELP JPA/LEA shall not be responsible for the payment of services when LEA student is absent.

- **Student Absence Without Official Leave (AWOL)**

CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The CAHELP JPA/LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

62. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the CAHELP JPA/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices, and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the CAHELP JPA/LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to

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record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; State nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; Federal/State payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the CAHELP JPA/LEA. CONTRACTOR shall make available to the CAHELP JPA/LEA all budgetary information including operating budgets submitted by CONTRACTOR to the CAHELP JPA/LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the CAHELP JPA/LEA) at all reasonable times and without charge. All records shall be provided to the CAHELP JPA/LEA within five (5) working days of a written request from the CAHELP JPA/LEA. CONTRACTOR shall, at no cost to the CAHELP JPA/LEA, provide assistance for such examination or audit. The CAHELP JPA/LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the CAHELP JPA/LEA, unless the CAHELP JPA/LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the CAHELP JPA/LEA upon request by the CAHELP JPA/LEA.

If an inspection, review, or audit by the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the CAHELP JPA/LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the CAHELP JPA/LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the CAHELP JPA/LEA otherwise agree in writing, CONTRACTOR shall pay to the CAHELP JPA/LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the CAHELP JPA/LEA within thirty (30) days of receipt of the CAHELP JPA/LEA's written notice demanding payment.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum

2018-2019 MASTER CONTRACT

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number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (“NPS/RTC”), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavioral support through individual counseling, group counseling, and family consultation and support, as appropriate. It is a collaborative model, which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. ERMHS costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of ten (10) days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- a. CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

EXHIBIT A

See attached Rate Schedule.

EXHIBIT B

See attached Member LEA list.

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR NAME:

Nonpublic School/Agency

Signed by (NPS/A):

Name/Title of Authorized Representative

Date signed: _____

Signed by (CAHELP JPA/LEA):

Jenae S. Holtz, CEO, CAHELP JPA

Date signed: _____

**CAHELP JPA/LEA:
California Association of Health & Education
Linked Professions**

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Services Provider

Address

Contact Phone/Fax Numbers

Email Address

Notices to CAHELP JPA/LEA shall be addressed to:

Jenae Holtz, CEO, CAHELP JPA

Name

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

**Notices to CAHELP JPA/LEA shall be addressed to:
California Association of Health & Education
Linked Professions**

Authorized Representative

17800 Highway 18, Apple Valley, CA 92307

Address

(760) 955-3555, (760) 242-5363 fax

Contact Phone/Fax Numbers

jenae.holtz@cahelp.org

Email Address

Notices to CAHELP JPA/LEA shall be addressed to:

Peggy Dunn, Program Manager

Name

**California Association of Health & Education
Linked Professions**

Authorized Representative

17800 Highway 18, Apple Valley, CA 92307

Address

(760) 955-3588, (760) 242-5363 fax

Contact Phone/Fax Numbers

Peggy.dunn@cahelp.org

Email Address

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

EXHIBIT A: RATES

CONTRACTOR: _____ CONTRACT: NO: _____ YEAR: 2018-19
 (Nonpublic School or Agency)

Per CDE Certification, total enrollment may not exceed: _____ (If blank, the number shall be determined by CDE Certification)

Rate Schedule: This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed: _____
 Total LEA enrollment may not exceed: _____

	RATE	PERIOD
A. <u>BASIC EDUCATION PROGRAM/SPECIAL EDUCATION INSTRUCTION</u>		
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>RELATED SERVICES</u>		
a. Transportation - Round Trip	_____	_____
b. Transportation - One Way	_____	_____
c. Transportation - Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent Travel* (Approved family therapy visit) <i>Cost should reflect "ACTUAL"</i>	_____	_____
f. Transportation - Secure/Escort Services for RTC purposes <i>Cost should reflect "ACTUAL"</i>	_____	_____
Transportation - Therapeutic Home Visits for RTC purposes <i>Cost should reflect "ACTUAL"</i>	_____	_____
g. _____	_____	_____
a. Educational Counseling - Individual	_____	_____
b. Educational Counseling - Group of	_____	_____
c. Counseling - Parent	_____	_____
a. Adapted Physical Education - Individual	_____	_____
b. Adapted Physical Education - Group of	_____	_____
c. Adapted Physical Education - Group of	_____	_____
a. Language and Speech Therapy - Individual	_____	_____
b. Language and Speech Therapy - Group of 2	_____	_____
c. Language and Speech Therapy - Group of 3	_____	_____
d. Language and Speech Therapy - Per Diem	_____	_____
e. Language and Speech Therapy - Consultation Rate	_____	_____
a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant - Group of 2	_____	_____
c. Additional Instructional Assistant - Group of 3	_____	_____
a. Intensive Special Education Instruction **	_____	_____
a. Occupational Therapy - Individual	_____	_____
b. Occupational Therapy - Group of 2	_____	_____
c. Occupational Therapy - Group of 3	_____	_____

2018-2019 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

d. Occupational Therapy - Group of 4-7

Progress Reporting Requirements:

a. Quarterly

b. Monthly

c. Other: (specify)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2018-2019 MASTER CONTRACT

EXHIBIT B: List of Participating Local Educational Agencies (LEAs) Desert/Mountain SELPA and Desert/Mountain Charter SELPA

PARTICIPATING LEAs in the Desert/Mountain SELPA:

- Academy for Academic Excellence Charter School
- Adelanto Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Excelsior Charter School
- Excelsior Corona-Norco Charter
- Health Sciences High and Middle College Charter School
- Helendale Elementary School District
- Hesperia Unified School District
- High Tech Elementary Point Loma
- High Tech Explorer Elementary School
- High Tech High Media Arts
- High Tech High
- High Tech High International
- High Tech High Middle Media Arts
- High Tech High Middle School
- High Tech High Learning Statewide Benefit Charter School

Sites:

- High Tech High Chula Vista High School
 - High Tech High Chula Vista Elementary
 - High Tech High Chula Vista Middle
 - High Tech High North County High School
 - High Tech High Middle North County
 - High Tech High Elementary North County
-
- Lucerne Valley Unified School District
 - Needles Unified School District
 - Norton Space and Aeronautics Academy Charter School
 - Oro Grande Elementary School District
 - San Bernardino County Superintendent of Schools
 - Silver Valley Unified School District
 - Snowline Joint Unified School District
 - Trona Joint Unified School District
 - Victor Elementary School District
 - Victor Valley Union High School District

2018-2019 MASTER CONTRACT
EXHIBIT B: List of Participating Local Educational Agencies (LEAs)
Desert/Mountain SELPA and Desert/Mountain Charter SELPA

PARTICIPATING LEAs to the Desert/Mountain Charter SELPA:

- Allegiance STEAM Academy- Thrive
- Aveson Global Leadership Academy
- Aveson School of Leaders
- Ballington Academy for the Arts and Sciences
- Desert Trails Preparatory Academy
- Encore High School, Riverside
- Encore Junior/Senior High School
- Julia Lee Performing Arts Academy
- LaVerne Elementary Preparatory Academy
- Odyssey Charter School
- Odyssey Charter School- South
- Pasadena Rosebud Academy Charter School
- Pathways to College
- Taylion High Desert Academy

DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code Sections 56365, 56366, et seq.)

This agreement is effective on _____ or the date the student begins attending the nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 pm on _____ unless sooner terminated as provided in the master contract and by applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

NAME OF NONPUBLIC SCHOOL CONTRACTOR: # _____

PUPIL NAME: _____ GENDER: M F
(Last) (First) (Middle)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: _____ DOB: _____

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: HOME JCS FOSTER LCI--FOSTER/LCI # _____

PARENT/GUARDIAN: _____ PHONE: _____
(Home) (Business)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

AGREEMENT TERMS:

1. Nonpublic School: The average number of minutes in the instructional day will be: _____ during the regular school year.
 _____ during the extended school year.
2. Nonpublic School: The number of school days in the calendar of the school year are: _____ during the regular school year.
 _____ during the extended school year.
3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. EDUCATION PROGRAM: (Applies to nonpublic schools only):

NUMBER OF DAYS: _____ X DAILY RATE: _____ =TOTAL BASIC EDUCATION COST (A) _____
 (Include extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICE

SERVICE	SERVICE PROVIDER		TOTAL MILES, MINUTES, OR SESSIONS	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD	
	LEA	NPS/NPA		MILES ROUND TRIP	SESSION	DAILY	WEEKLY	MONTHLY		YEARLY
		X								

Specialized equipment and supplies: _____ None

MAXIMUM TOTAL RELATED SERVICES COST (B) \$0.00

MAXIMUM TOTAL EDUCATION AND RELATED SERVICES COST (A + B) _____

Other provisions and attachments: _____

**DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
(Education Code Sections 56365, 56366, et seq.)

PUPIL NAME: _____
(Last) (First) (Middle)

All terms and conditions of the current Agreement for NPS/NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Agreement, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

CONTRACTOR

CONTRACTOR

Signature Date

Type or print name Title

Name of NPS

Mailing Address

City, State, Zip Code

Signature Date

JENAE HOLTZ

Type or print name Title CEO

DESERT/MOUNTAIN SELPA

Name of SELPA

17800 HIGHWAY 18

Mailing Address

APPLE VALLEY, CA 92307

City, State, Zip Code

California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA)
Summary of Revisions
2018-2019 Nonpublic School/Agency Master Contract

1. INSTRUCTIONAL MINUTES (#24) page 17-18

- New language (2ND paragraph): *For LEA students in grades kindergarten through 12 inclusive, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at the same level that California Education Code prescribes for the LEA.*

2. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION (#29) page 20-21

- New language (1st paragraph): *When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), the Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities test (using LEA-authorized assessment instruments), the FITNESSGRAM® (physical fitness test), and the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA, and State and Federal guidelines.*

3. WITHDRAWAL OF LEA STUDENT FROM PROGRAM (#40) page 27

- New language: *CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when a LEA student is withdrawn without prior notice from school and/or services, including LEA student's change of residence to a residence outside of LEA service boundaries, and LEA student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC").*

4. MONITORING (#45) page 30

- New language: *If CONTRACTOR is also an LCI and/or NPS/RTC, the CAHELP JPA and CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9, and Health and Safety Code section 1501.1(b).*

STRATEGIC PLAN FOR WEB ACCESSIBILITY

1.0 ORGANIZATIONAL STATEMENT

The California Association of Health and Education Linked Professions, a Joint Powers Authority (CAHELP JPA), values diverse experiences and perspectives and strives to fully include everyone who engages with the organization. Therefore, CAHELP is committed to ensuring that individuals with disabilities have an opportunity equal to that of nondisabled peers accessing CAHELP programs, benefits, and services, including those delivered through information technology (IT). The CAHELP Strategic Plan for Web Accessibility, hereinafter referred to as “SPWA” establishes a foundation for equality of opportunity and provides guidance to ensure equal access to IT the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media in accordance with applicable state and federal laws including, but not limited to, Sections 504 and 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act as amended (ADA).

The SPWA shall apply to all new, updated, and existing online web content and functionality. The goal of the CAHELP is that all web content will meet WCAG 2.0 Level AA conformance ~~by July 1, 2018~~.

2.0 DEFINITIONS

Accessible: Refers to the concept that individuals with disabilities are able to access and use a product or system, including with the help of assistive technologies. For example, an “accessible” web site may be designed so that the text can be enlarged by the user, rather than having a fixed font size, or may be designed so that it can be interpreted and “read out loud” by screen reader software used by blind or low-vision individuals.

Accessible Information Technology: Information technology that has been designed, developed, or procured to be usable by, and therefore accessible to individuals with disabilities, including those who use assistive technologies.

Assistive Technologies: Adaptive, rehabilitative devices that promote greater independence for individuals with disabilities by changing how these individuals interact with technology. Examples include special input devices (e.g., head or foot mouse, speech recognition), screenreading software, and screen magnifiers.

Usability: Refers to how easily, effectively, and efficiently users can use a product or system to achieve their goals, and how satisfied they are with the experience.

3.0 REGULATORY REQUIREMENTS (SECTIONS 504/508; TITLE II ADA)

Accessibility awareness is an important aspect of the CAHELP’s underlying legal obligation to ensure that individuals with disabilities have equal access to programs, services, and information within the same timeframe as nondisabled peers. No individual shall be excluded from participation in, deny the benefits of, or otherwise be subjected to

CAHELP JPA STRATEGIC PLAN FOR WEB ACCESSIBILITY

discrimination from any of the CAHELP programs, services, and activities, including those delivered through information technology. The regulatory requirements in Sections 504 and 508 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act (ADA), as amended in 1990, provide the basis for equal access and governs the overall responsibility of CAHELP Content Developers and Approvers, webmasters, procurement officials, and all others responsible for content management, to ensure that online content and functionality are equally accessible to all.

Section 504 and Title II of the ADA are implicit and require public agencies to make web pages accessible. ADA prohibits discrimination against individuals with disabilities by any state or local government and any of its department, agencies, or other instrumentalities. Section 504 prevents intentional or unintentional discrimination based on an individual's disability, and applies to employers and organizations that receive federal financial assistance. Section 508 is limited to federal agencies but is extremely influential because its compliance standards require federal agencies to provide software and website accessibility to individuals with disabilities.

Title II Americans with Disabilities Act (ADA). "...Protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It additionally extends the prohibition of discrimination on the basis of disability established by section 504 of the Rehabilitation Act of 1973, as amended, to all activities of State and local governments, including those that do not receive Federal financial assistance. By law, the Department of Justice's Title II regulation adopts the general prohibitions of discrimination established under section 504, and incorporates specific prohibitions of discrimination from the ADA.

Section 504, Title 29 of the United States Code § 794. "No otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 508, Title 29 of the United States Code § 1194.1. "...Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency."

Refer to Appendix D for Section 508 Checklist produced by Web Accessibility in Mind (WebAIM).

3.1 Legal Guidance:

- Department of Justice (DOJ) Guidance (June 2003)

CAHELP JPA STRATEGIC PLAN FOR WEB ACCESSIBILITY

- ADA/504 “generally require” equal access unless fundamental alteration or undue burden
- OCR Dear Colleague Letter (June 2010)
 - Colleges and universities must make book readers and other educational technologies equally accessible
- OCR FAQs (May 11)
- Follow-up from June 2010 Dear Colleague letter – legal requirements articulated in letter apply to elementary and secondary schools
- DOJ Notice of Proposed Rulemaking (May 2016)
- Proposed rulemaking for state and local governments with regard to web accessibility

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~~NOTE: On October 5, 2016, the Department of Justice (DOJ) window for comments on proposed rulemaking for state and local governments with regard to web accessibility closed. The proposal is to adopt the WCAG 2.0 web accessibility standards. The CAHELP will monitor the outcome of the proposed rulemaking and update the SPWA as information becomes available. Effective January 18, 2017, the U.S. Access Board published a final rule updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973. Major changes in the revised Section 508 Standards include the incorporation of the web standards in WCAG 2.0 developed by the W3C and clarifies applicability to websites, electronic documents and software. The final rule also requires all public-facing official agency business content, as well as specific categories of non-public-facing content that is official agency business, to be accessible, and that software and operating systems must interoperate with assistive technology.~~

4.0 COMPLIANCE/RESPONSIBILITIES

Under this strategic plan, CAHELP personnel shall:

- Adhere to the CAHELP strategic plan for web accessibility;
- Develop, purchase and/or acquire, to the extent feasible, hardware and software products that are accessible to individuals with disabilities; and
- Promote awareness of this strategic plan to all members of the CAHELP community, particularly those in roles that are responsible for creating, selecting, or maintaining electronic content and applications.

4.1 Implementation of the Policy

CAHELP management in collaboration with the JPA Virtual Compliance Supervisor and designated ADA compliance team is responsible for facilitating and ensuring implementation of this strategic plan for web accessibility with fidelity.

The CAHELP JPA Virtual Compliance Supervisor in collaboration with the designated ADA compliance team is responsible for issuing and updating any requirements, standards or guidelines that support this strategic plan and shall

CAHELP JPA STRATEGIC PLAN FOR WEB ACCESSIBILITY

facilitate regular communication among organizational departments to address consistent implementation of this strategic plan throughout CAHELP.

4.2 Revisions to the Strategic Plan

The CEO is the approver of the strategic plan for web accessibility and has the authority to approve revisions upon recommendation by the CAHELP JPA Virtual Compliance Supervisor and ADA compliance team.

The CAHELP JPA Virtual Compliance Supervisor in collaboration with the ADA compliance team has the authority to initiate revisions to the strategic plan and is responsible for regular reviews and updates.

All revisions substantive in nature to the strategic plan will be presented for approval to the CEO and subsequently presented to the CAHELP Governance Council for review and adoption.

4.3 Oversight and Responsibilities

~~The CAHELP CEO shall designate an ADA compliance team that shall JPA Virtual Compliance Supervisor is responsible for online web accessibility and functionality and is a member of the ADA compliance team. He/she shall be have oversight and responsibility of online web accessibility and functionality. The team shall have overall~~ responsibility for establishing systems of audit, accountability, corrective action of accessibility of all online content and functionality on an ongoing basis. The Virtual Compliance Supervisor and ADA compliance team shall work towards ensuring equal access he team's purpose is to work towards ensuring equal access and opportunity to organizational programs and services for all individuals, including those delivered online. The ADA team shall be comprised of the following:

- Chief Operations Officer, CAHELP
- JPA Virtual Compliance Supervisor, CAHELP
- Representative from IT Department, as needed
- Representative from Web Programmer/Host, as needed
- Representative from Desert/Mountain Children's Center
- ~~Representative from Desert/Mountain Special Education Local Plan Area~~
- ~~Representative from D/M SELPA Due Process~~
- Graphic Design Technician, JPA Virtual Compliance Program Technician, CAHELP

Membership to the ADA compliance team shall be at the discretion and determination of the CEO, CAHELP.

4.3.1 Responsibilities of ADA Compliance Team

The ADA compliance team responsibilities shall include, but not be limited to, all of the following:

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CAHELP JPA STRATEGIC PLAN FOR WEB ACCESSIBILITY

- ~~❖ Receive and respond to inquiries on online accessibility and functionality without unreasonable delay;~~
- ~~❖ Report accessibility issues and recommended solutions;~~
- ~~❖ Review and recommend changes and/or modifications to the strategic plan for web accessibility;~~
- ~~❖ Evaluate effectiveness of accessibility training(s) and provide recommendations for modifications to improve training and to ensure organizational compliance;~~
- ~~❖ Participate in audit of website, web developer meetings (contract renewal, web redesign, etc.); Create workflow and approval process for online content;~~
- ~~❖ Develop, coordinate, implement, and facilitate one-to-one and/or annual training regarding online content accessibility and functionality for Content Developers and Approvers, and other staff as needed;~~
- ~~❖ Review, revise, and implement strategic plan for web accessibility;~~
- ~~❖ Provide recommendations for implementation, or modification to establish compliance;~~
- ~~❖ Audit online content and functionality;~~
- ~~❖ Contract for services (i.e., auditor, web developer, training, etc.);~~
- ~~❖ Develop detailed schedule/plan for addressing problems, taking into account identified priorities, with all proposed remedies to be completed within a reasonable timeframe;~~
- ~~❖ Set up systems of accountability and verify claims of accessibility by vendors, open sources;~~
- ~~❖ Set up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis;~~
- ~~❖ Maintain appropriate records; Evaluate needs of compliance team; and~~
- ~~❖ Attend regularly scheduled team meetings, appropriate accessibility workshops, trainings, etc.~~

4.3.2 Responsibilities of the JPA Virtual Compliance Supervisor

The JPA Virtual Compliance Supervisor shall work in collaboration with the designated ADA team in support of the organization's accessibility requirements and shall:

- ~~❖ Create workflow and approval process for online content;~~
- ~~❖ Develop, coordinate, implement, and facilitate one-to-one and/or annual training regarding online content accessibility and functionality for Content Developers and Approvers, and other staff as needed;~~

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- ❖ Develop, review, revise, and implement strategic plan for web accessibility;
- ❖ Provide recommendations for implementation, or modification to establish compliance;
- ❖ Contract for services (i.e., auditor, web developer, training, etc.);
- ❖ Develop long range plan for addressing problems, taking into account identified priorities, with all proposed remedies to be completed within a reasonable timeframe;
- ❖ Set up systems of accountability and verify claims of accessibility by vendors, open sources;
- ❖ Set up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis;
- ❖ Maintain appropriate records;
- ❖ Develop, implement, and manage CAHELP strategic plan for web accessibility;
- ❖ Develop long range content management and accessibility plans and priorities for CAHELP in conjunction with accessibility requirements under federal and state law, and best practices;
- ❖ Analyze, plan, and coordinate the needs for training and educational development in designing and creating accessible materials;
- ❖ Develop, implement, and maintain a process for public input and reporting on inaccessible virtual content;
- ❖ Investigate, research, analyze, and respond to inquiries and complaints of accessibility-related issues regarding the functionality of the website and virtual content;
- ❖ Perform regular accessibility audit of CAHELP website, applications, and external platforms hosting CAHELP content;
- ❖ Perform accessibility evaluations for website and applications under consideration for purchase and/or use;
- ❖ Manage, monitor, and evaluate budget and expenditure-related activities;
- ❖ Supervise, evaluate, and train personnel assigned to the JPA Virtual Compliance team; and
- ❖ Attend regularly scheduled team meetings, appropriate accessibility workshops, trainings, etc.

4.3.3 Responsibilities of JPA Virtual Compliance Technician

The JPA Virtual Compliance Technician performs specialized technical work in assisting, training and advising CAHELP employees regarding virtual regulations, compliance, policies, and procedures. The JPA Virtual Compliance Technician:

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- ❖ Advises on virtual compliance issues, regulations and procedures;
- ❖ Resolves complex virtual compliance issues;
- ❖ Reviews and makes recommendations for the procurement of software programs to ensure virtual accessibility;
- ❖ Performs monthly audits of virtual compliance;
- ❖ Attends and conducts accessibility and compliance training workshops;
- ❖ Prepares and disseminates virtual compliance reports, materials, forms, correspondence, and other written information; and
- ❖ Interprets and applies laws, regulations and procedures affecting virtual compliance.

4.3.24.3.4 Responsibilities of Designated Content Developers and Approvers, Webmaster, and Procurement Officials

The Virtual Compliance Supervisor in collaboration with the ADA compliance team shall provide and/or procure appropriate training necessary to ensure that individuals as defined below are knowledgeable and appropriately trained to create and/or develop accessible online content, maintain functionality, and procurement of appropriate IT software, hardware, and media.

- ❖ *JPA Virtual Compliance Technician: Primary support technician to the Virtual Compliance team responsible for assisting in resolving compliance issues, auditing of website and functionality, and providing accessibility support services and training to CAHELP staff;*
- ❖ *Content Developers:* Individuals responsible for uploading, modifying, maintaining, and updating content on web pages;
- ❖ *Content Approvers:* Individuals responsible for review of online content and ensuring content meets principles of accessibility and WCAG guidelines;
- ❖ *Procurement Officials:* Individuals responsible for the research and procurement of IT equipment; and
- ❖ *Webmaster:* Individual(s) responsible for the overall accountability and compliance of online content and functionality.

An accessibility checklist (Appendix B) based on WCAG 2.0 Level AA is available to assist Content Developers and Approvers, web designers, and purchasing agents in creating and procuring accessible IT. This checklist can also be used by procurement officials as a reference for vendors and contractors providing products and services to CAHELP. Many of the items in the checklist apply to web pages and web-based applications as well as electronic documents in Microsoft

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Word, Adobe PDF, and other formats, and other products and services that are not specifically web-based.

Refer to Appendix B for a simple checklist for implementing HTML-related principles and techniques for seeking WCAG 2.0 conformance produced by Web Accessibility in Mind (WebAIM).

4.3.3.3.5 Workflow for Creating/Publishing Online Content

To ensure efficiency, accountability, and implementation, designated Content Developers and Approvers shall upload content to the CAHELP website and/or web pages in the following manner:

4.3.3.4.3.5.1 *Content Developers shall:*

- Receive and review proposed online content;
- Log in to CAHELP website;
- Enable “design mode” feature to edit or add content to a page;
- Create and/or develop content per accessibility checklist (i.e., headings, subheadings, text, images, video, etc.);
- Save content (Note: Web system will automatically forward an e-mail notification to the Content Auditor to review saved content);
- Review returned content and complete revisions as needed; and
- Publish and maintain approved online content.

4.3.3.24.3.5.2 *Content Approvers shall:*

- Log in to CAHELP website;
- Receive and review all e-mail notifications of pending online content for review;
- Review proposed online content;
- Approve or reject propose online content based on accessibility checklist and accessibility standards; and
- Return content to Content Developer for modifications.

Content Developers and Approvers are responsible for ensuring accurate and up-to-date information are published on the website.

Questions regarding content development and management, and accessibility requirements shall be submitted to accessibility@cahelp.org. Staff may also complete and submit a

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helpdesk ticket to the IT support desk. Requests for assistance shall be completed without unreasonable delay.

5.0 ACCESSIBILITY STANDARDS

The following is a set of accessibility standards provided by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) that are commonly recognized by governments and organizations:

- *Web Content Accessibility Guidelines (WCAG) 2.0* (applicable to all web content and applications, including on mobile, television, and other delivery channels);
- *Authoring Tool Accessibility Guidelines (ATAG) 2.0* (applicable for websites that provide users the opportunity to generate content, such as adding comments, posting to forums, or uploading image or videos; also relevant if an organization provides tools, such as content management systems (CMS), for staff or customers to manage websites and content); and
- *User Agent Accessibility Guidelines (UAAG) 2.0* (applicable when additional plug-ins, such as media players, are provided to deliver content or when custom controls are developed to provide nonstandard functionality. UAAG may also be relevant where mobile applications deliver web content as part of the application, and to the procurement process if your organization provides browsers for staff).

Given the CAHELP's commitment to providing accessible opportunities and environments, it looks to the W3C WCAG 2.0 Level AA and Web Accessibility Initiative Accessible Rich Internet Applications (WAI-ARIA) 1.0 as a target for meeting these commitments. The most current version of the WCAG 2.0 includes success criterion (WCAG guidelines) organized under four general principles, which provide the foundation of web accessibility. The four principles have been adopted by the CAHELP.

5.1 Principles of Accessibility (P.O.U.R.)

- **Perceivable:** Information and user interface components must be presented to users in ways they can perceive;
- **Operable:** User interface components and navigation must be operable;
- **Understandable:** Information and the operation of user interface must be understandable; and
- **Robust:** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

CAHELP online content shall be Perceivable, Operable, Understandable, and Robust. Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality shall implement the accessibility standards to ensure compliance with the CAHELP's underlying legal obligation to ensure individuals with disabilities are not excluded from participation in, denied the benefits of, or

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otherwise subjected to discrimination in any of the CAHELP's programs, services, and activities delivered online.

5.2 12 WCAG Guidelines

Under the four principles of accessibility there are 12 WCAG guidelines that provide the framework and overall objectives to help Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, understand the success criteria and better implement the techniques to meet accessibility standards. In its adoption of the four principles of accessibility, the CAHELP ensures that online content and functionality shall be developed in accordance to the 12 WCAG guidelines in each principle of accessibility.

5.2.1 Perceivable

- ❖ *Guideline 1.1. Text Alternatives:* Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language;
- ❖ *Guideline 1.2. Time-based Media:* Provide alternatives for time-based media;
- ❖ *Guideline 1.3 – Adaptable:* Create content that can be presented in different ways (i.e., simpler layout) without losing information or structure; and
- ❖ *Guideline 1.4 – Distinguishable:* Make it easier for users to see and hear content including separating foreground from background.

5.2.2 Operable

- ❖ *Guideline 2.1 – Keyboard Accessible:* Make all functionality available from a keyboard;
- ❖ *Guideline 2.2 – Enough Time:* Provide users with enough time to read and use content;
- ❖ *Guideline 2.3 – Seizures:* Do not design content in a way that is known to cause seizures; and
- ❖ *Guideline 2.4 – Navigable:* Provide ways to help users navigate, find content, and determine where they are.

5.2.3 Understandable

- ❖ *Guideline 3.1 – Readable:* Make text content readable and understandable;
- ❖ *Guideline 3.2 – Predictable:* Make web pages appear and operate in predictable ways; and
- ❖ *Guideline 3.3 – Input Assistance:* Help users avoid and correct mistakes.

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5.2.4 Robust

- ❖ **4.0.1** *Guideline 4.1 – Compatible:* Maximize compatibility with current and future user agents, including assistive technologies.

5.3 Levels of Conformance (Priority Levels)

W3C WAI guidelines provide three levels of conformance: Levels A, AA, and AAA:

1. *Level A:* Establishes a baseline level of conformance, and covers a basic set of core accessibility issues (such as alternate text on images and captions and videos);
2. *Level AA:* Includes additional success criteria such as providing a visible focus indicator for keyboard users, and ensuring sufficient color contrast; or
3. *Level AAA:* The highest level of conformance. Conforming to WCAG 2.0 at Level AAA would mean all 63 success criteria have been met.

Level AA shall be the designated benchmark for measuring accessibility of CAHELP online content and functionality. Conformance to Level AA requires that CAHELP meet all Levels A and AA success criterion. Levels of conformance are based on impact on individuals with disabilities, feasibility, and other factors. Each of the success criteria under each principle of accessibility is identified with a conformance level. CAHELP shall ensure that all of its websites and web applications, both customer-facing and for internal use, conform to all Level AA success criterion.

Example of conformance Level AA required:

Principle: UNDERSTANDABLE	
Guideline 3.2 - Predictable: Make web pages appear and operate in predictable ways.	
Success Criteria	Recommendation
3.2.3 Consistent Navigation	Navigation links that are repeated on web pages do not change order when navigating through the site.
Level AA	

Refer to Appendix B for WCAG 2.0 Checklist produced by Web Accessibility in Mind (WebAIM) for list of success criteria at Level A and Level AA.

5.3.1 Third Party Content

Sometimes, web pages are created that will later have additional content added to them. For example, an email program, a blog, an article that allows users to add comments, or applications supporting

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user-contributed content. Another example would be a page, such as a portal or news site, composed of content aggregated from multiple contributors, or sites that automatically insert content from other sources over time, such as when advertisements are inserted dynamically.

In these cases, it is not possible to know at the time of original posting what the uncontrolled content of the pages will be. It is important to note that the uncontrolled content can affect the accessibility of controlled content as well. Two options are available:

1. A determination of conformance can be made based on best knowledge. If a page of this type is monitored and repaired (non-conforming content is removed or brought into conformance) within two business days, then a determination or claim of conformance can be made since, except for errors in externally contributed content which have corrected or removed when encountered, the page conforms. No conformance claim can be made if it is not possible to monitor or correct non-conforming content; OR
2. A “statement of partial conformance” may be made that the page does not conform but could conform if certain parts were removed. The form of that statement would be, “This page does not conform, but would conform to WCAG 2.0 at Level X if the following parts from uncontrolled sources were removed.” In addition, the following would also be true of uncontrolled content that is described in the statement of partial conformance:
 - a. It is not content that is under the author’s control.
 - b. It is described in a way that users can identify (e.g., they cannot be described as “all parts that we do not control” unless they are clearly marked as such).

A “statement of partial conformance due to language” may be made when the page does not conform but would conform if accessibility support existed for (all of) the language(s) used on the page. The form of that statement would be, “This page does not conform, but would conform to WCAG 2.0 at level X if accessibility support existed for the following language(s).”

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5.3.15.3.2 Authoring Tool Accessibility Guidelines (ATAG) 2.0

Authoring Tools Accessibility Guidelines (ATAG) 2.0 provides guidelines for designing web content authoring tools that are both more accessible to authors with disabilities, and designed to enable, support, and promote the production of more accessible web content by all authors. Authors are individuals who use authoring tools to create or

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modify content. Authors include roles such as content authors, designers, programmers, publishers, testers, etc. ATAG is primarily for developers of authoring tools. An authoring tool is any web-based or non-web-based application(s) that can be used by authors (alone or collaboratively) to create or modify web content for use by other authors or end users.

Examples of software that are generally considered authoring tools under ATAG 2.0:

- ❖ What-you-see-is-what-you-get (WYSIWYG) HTML editor;
- ❖ Software for directly editing source code; software for converting to web technologies (e.g., “Save as HTML” features in office document applications);
- ❖ Integrated development environments (e.g., for web application development);
- ❖ Software that generates web content on the basis of templates, scripts, command-line input or “wizard” type processes;
- ❖ Software for rapidly updating portions of web pages (e.g., blogging, wikis, online forums);
- ❖ Software for generating/managing entire websites (e.g., content management systems, courseware tools, content aggregators);
- ❖ Email clients that send messages using web content technologies;
- ❖ Multimedia authoring tools; and
- ❖ Software for creating mobile web applications.

CAHELP shall consider authoring tools that web developers, designers, writers use to produce CAHELP web content (i.e., static web pages, dynamic web applications, etc.) based on their accessibility conformance claims and ATAG 2.0 accessibility standards.

Refer to the following for additional information:

- ❖ ATAG <http://www.w3.org/TR/ATAG/>
- ❖ WCAG <http://www.w3.org/TR/WCAG/>
- ❖ WAI-ARIA <http://www.w3.org/TR/wai-aria/>

5.3.25.3.3 User Agent Accessibility Guidelines (UAAG)

User Agent Accessibility Guidelines (UAAG) 2.0 is part of a series of accessibility guidelines. The core target audience of UAAG are the developers of the authoring tools, but policy makers and procurement decision makers within CAHELP can equally use UAAG criteria to determine whether the user agent technologies are accessible, or UAAG can be given to other developers to use to enhance the accessibility features of the tools. User agents are defined as any

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software that retrieves, renders and facilitates end user interaction with web content. UAAG 2.0 identifies the following user agent architectures:

- ❖ *Platform-based user agent, native user agent.* User agents that run on non-web platforms (operating systems and cross-OS platforms, such as Java) and perform content retrieval, rendering and end-user interaction facilitation themselves (e.g., Firefox, Internet Explorer, Chrome, Opera, Windows Media Player, QuickTime Pro, RealPlayer);
- ❖ *Embedded user agent, plug-in.* User agents that “plug-in” to other agents or applications (e.g., media player plug-in for a web browser, web view component). Embedded user agents can establish direct connections with the platform (e.g., communication via platform accessibility services);
- ❖ *Web-based user agent.* User agents that have user interfaces that are implemented using web content technologies and are accessed by users via a user agent. Web-based user agents transform content into web content technologies that the host user agent can render (e.g., web-based e-Pub reader, web-based video player).

UAAG provides guidance in designing user agents that make the web more accessible to individuals with disabilities. The goal of UAAG 2.0 is to ensure that all users, including users with disabilities, have equal control over the environment they use to access the web. A user agent that follows UAAG 2.0 will improve accessibility through its own user interface and its ability to communicate with other technologies, including assistive technologies (software that some individuals with disabilities use to meet their requirements). All users, not just users with disabilities, will benefit from user agents that follow UAAG 2.0.

Like WCAG, UAAG offers three layers of guidance: (1) principles, (2) guidelines; and (3) testable success criteria. Five principles provide a foundation for accessible user agents. Three of the five principles are parallel to WCAG 2.0, and two are specific to user agents. For each principle, there is a set of guidelines for making user agents more accessible to users with disabilities. These guidelines provide the framework to help individuals who use authoring tools to create or modify content, content authors, designers, programmers, publishers, testers, etc., understand the objectives for success criteria so they can better implement them. Under each guideline is also a set of testable success criteria that can be used wherever conformance testing is necessary, including design application, purchasing, regulation, and contractual agreements. Each success criterion is assigned a level of conformance, which are designed to meet the needs of different groups and different situations. The recommended conformance for UAAG is

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AA. Much of the value of the UAAG stems from the harmonious integration of the WCAG 2.0 and the ATAG 2.0.

CAHELP will recommend that developers of authoring tools, policy makers, and procurement officials ensure that user agents utilized to support CAHELP web content and web applications meet the W3C recommended UAAG 2.0 version Level AA conformance.

Refer to the following for additional information:

- ❖ UAAG <http://www.w3.org/TR/UAAG/>
- ❖ WCAG <http://www.w3.org/TR/WCAG/>
- ❖ WAI-ARIA <http://www.w3.org/TR/wai-aria/>

5.3.3 5.3.4 Accessibility Evaluation Tools (Testing Sites and Applications)

Evaluating the extent to which the CAHELP conforms to WCAG 2.0 Level AA is a process involving several steps. The activities carried out within these steps are influenced by many aspects such as the type of website (e.g., static, dynamic, responsive, mobile, etc.); its size; complexity; technologies used to create the website (e.g., HTML, WAI-ARIA, PDF, etc.); how much knowledge the auditors have about the process used to design and develop the website; and the main purpose for the audit (e.g., to issue an accessibility statement, to plan a redesign process, to perform research, etc.).

To ensure CAHELP meets established benchmarks for accessibility, it shall implement an audit of online content and functionality as specified herein to ensure compliance with W3C WCAG 2.0 Level AA and WAI-ARIA 1.0. Auditors shall utilize the Techniques for WCAG 2.0 documented by W3C/WAI (link to <https://www.w3.org/TR/WCAG20-TECHS/>), and may also refer to the W3C Website Accessibility Conformance Evaluation Methodology (WCAG-EM) 1.0 to assist in providing a comprehensive evaluation of online content and functionality. The WCAG-EM highlights considerations for auditors to apply during the evaluation process, but does not replace the need for quality assurance measures that are implemented throughout the design, development, and maintenance of the website and web applications to ensure their accessibility conformance. WCAG-EM does not in any way add to or change the requirements defined by the normative WCAG 2.0 standards, and can be used in conjunction with techniques for meeting WCAG 2.0 success criteria. To access WCAG-EM 1.0, go to <https://www.w3.org/TR/WCAG-EM/>.

Outside of the WCAG-EM, there are also a number of website evaluation tools available online to assist Content Developers and

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Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, in determining whether or not the website meets accessibility standards. However, because these tools are limited in being able to uncover the majority of accessibility issues, the CAHELP shall procure the services of an external auditor in addition to conducting accessibility testing online, and internal auditing.

The CAHELP shall employ the following accessibility evaluation methods to audit all online content and functionality.

1. *Accessibility Audit:* An external accessibility auditor shall review the website, highlighting any accessibility issue(s) and provide recommendations to the ADA compliance team. The auditor shall utilize assistive software used by disabled web users (e.g., screen reader) to effectively carry out the audit, along with the free Web Accessibility Toolbar (WAT) developed by The Paciello Group. WAT aids manual examination of web pages for a variety of aspects of accessibility. To download a copy of WAT, go to:
<http://www.download3.co/ic/github/index.php?k2=github>

The auditor can be a hired external accessibility consultancy, or an in-house member who is knowledgeable of the W3C accessibility guidelines who is appropriately trained in web accessibility.

2. *Accessibility Testing:* The ADA compliance team shall coordinate testing with real users with disabilities to complete common tasks on the website while a designated moderator notes all problems the user experiences. Regular usability testing will uncover more usability issues as users with disabilities may require additional time to complete tasks.
3. *Automated Accessibility Testing:* Both internal and external auditor may utilize automated programs to evaluate the website against accessibility guidelines.

For a list of online accessibility testing resources, see Appendix C (e.g., Useablenet, Web Accessibility Versatile Evaluator (WAVE), AChecker, etc.).

The external auditor shall carry out the accessibility audit. After the findings from an accessibility audit has been implemented, the CAHELP shall initiate accessibility testing, as needed. The ADA compliance team shall further coordinate testing sessions with the assistance of county-operated programs and/or inviting a group of users

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living with visual, auditory, physical, and/or cognitive disabilities, to participate.

5.3.45.3.5 Qualifications of Accessibility Auditor

The external auditor shall have the requisite experience and knowledge to carry out an appropriate audit and to develop a proposed Corrective Action Plan. The external auditor shall meet the approved qualifications of an auditor as specified by the Office of Civil Rights (OCR) and shall:

- ❖ Audit all content and functionality of the CAHELP website to identify any online content or functionality that is inaccessible to individuals with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source;
- ❖ Use W3C WCAG 2.0 Level AA and WAI-ARIA 1.0 as the benchmarks for measuring accessibility, unless the CAHELP receives prior permission to use a different standard as a benchmark; and
- ❖ Develop a proposed Corrective Action Plan.

During the accessibility audit, the CAHELP may also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the CAHELP, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

The ADA compliance team shall have overall responsibility for establishing systems of audit, accountability, corrective action of accessibility of all online content, and functionality on an ongoing basis (Section 4.0 Oversight and Responsibility).

Refer to Appendix C for list of Accessible Testing resources (e.g., Useablenet, Web Accessibility Versatile Evaluator (WAVE), AChecker, etc.)

6.0 PROCEDURES

See Appendix A: Getting Started with Accessibility.

7.0 IT ACCESSIBILITY CHECKLIST

The following is a simple reminder checklist for Content Developers and Approvers, web designers and developers, and purchasing agents to consider when developing and/or procuring accessible information technology that the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media. Many of the items in this checklist apply to web pages and web-based applications as well as electronic documents in

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Microsoft Word, Adobe PDF, and other formats, and other products and services that are not specifically web-based.

REMEMBER

7.1 Make content and controls Perceivable by all users

- Do images have alternative text?
- Does video have captions and does audio have a transcript?
- Does the web page or document include headings, lists, ARIA landmarks, and other semantic elements to communicate document structure?
- Is the tab order and read order logical and intuitive?
- Do form fields within web pages and documents have appropriately coded labels and prompts?
- Have you avoided using visual characteristics to communicate information (e.g., “click the circle on the right” or “required fields are in red”)?
- Does the interface have sufficient contrast between text color and background color?
- Does the content scale well when text is enlarged up to 200 percent?

7.2 Make content and controls Operable by all users

- Can all menus, links, buttons, and other controls be operated by keyboard, to make them accessible to users who are unable to use a mouse?
- Does the web page include a visible focus indicator so all users, especially those using a keyboard, can easily track their current position?
- Do features that scroll or update automatically (e.g., slideshows, carousels) have prominent accessible controls that enable users to pause or advance these features on their own?
- Do pages that have time limits include mechanisms for adjusting those limits for users who need more time?
- Have you avoided using content that flashes or flickers?
- Does the web page or document have a title that describes its topic or purpose?
- Are mechanisms in place that allow users to bypass blocks of content (e.g., “skip to main content” link on a web page or bookmarks in a PDF)?
- Does the website include two or more ways of finding content, such as a navigation menu, search feature, or site map?
- Is link text meaningful, independent of context?

7.3 Make content and user interfaces Understandable to all users

- Has the language of the web page or document (or individual parts of a multilingual document) been defined?
- Have you avoided links, controls, or form fields that automatically trigger a change in context?
- Does the website include consistent navigation?

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- Do online forms provide helpful, accessible error and verification messages?

7.4 Make content Robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies

- Is the web page coded using valid HTML?
- Do rich, dynamic, web interfaces, such as modal windows, drop-down menus, slideshows, and carousels, include ARIA markup?

8.0 TRAINING

CAHELP shall provide and/or procure website accessibility training for all appropriate personnel, including, but not limited to Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality. Training shall continue on a schedule designed to maintain website accessibility consistent with, or superior to, that which is required under federal law.

9.0 RELATED INFORMATION

9.1 Resources and Support for IT Accessibility

- Accessible Technology at the CAHELP
- IT Accessibility Checklist
- Access Technology Center
- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 2.0

9.2 Legal and Policy Requirements

- Section 504 of the Rehabilitation Act of 1973 (<http://www2.ed.gov/about/offices/list/ocr/504faq.html>)
- Americans with Disabilities Act as amended (https://www.ada.gov/2010_regs.htm)
- Department of Justice (DOJ) Guidance (June 2003)
 - ❖ ADA/504 “generally require” equal access unless fundamental alteration or undue burden
- OCR Dear Colleague Letter (June 2010)
 - ❖ Colleges and universities must make book readers and other educational technologies equally accessible
- OCR FAQs (May 11)
 - ❖ Follow-up from June 2010 Dear Colleague letter – legal requirements articulated in letter apply to elementary and secondary schools
- DOJ Notice of Proposed Rulemaking (May 2016)

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- ❖ Proposed rulemaking for state and local governments with regard to web accessibility

10.0 REVISION HISTORY

Version Number	Revised	Governance Approval
1.0	10/27/16	4/7/2017
2.0	08/24/18	

APPENDIX A

A. GETTING STARTED WITH ACCESSIBILITY

To ensure accessibility standards are met, *Content Developers and Approvers* must have an understanding of web accessibility, online content, and functionality, and an understanding of the terminology provided in Section 2.0 of this document. In designing web accessibility, *Content Developers and Approvers* should consider these user characteristics in designing web accessibility:

A.1. Characteristics for Consideration

- (1) **Unable to see.** Individuals who are blind use either audible output (products called screen readers that read web content using synthesized speech) or tactile output (a refreshable Braille device).
- (2) **Has dyslexia.** Individuals with learning disabilities such as dyslexia may also use audible output, along with software that highlights words or phrases as they are read aloud using synthesized speech.
- (3) **Has low vision.** Individuals with low vision may use screen magnification software that allows them to zoom in all or a portion of the visual screen. Many others with less-than-perfect eyesight may enlarge the font on websites using standard browser functions, such as Ctrl + in Windows browsers or Command + in Mac browsers.
- (4) **Has a physical disability.** Individuals with physical disabilities that effect their use of hands may be unable to use a mouse, and instead may rely exclusively on keyboard or use assistive technologies such as speech recognition, head pointers, mouth sticks, or eye-gaze tracking systems.
- (5) **Unable to hear.** Individuals who are deaf or hard of hearing are unable to access audio content, so video needs to be captioned and audio needs to be transcribed.
- (6) **Using a mobile device.** Individuals who are accessing the web using a compact mobile device such as a phone, face accessibility barriers, just like individuals with disabilities do. They're using a small screen and may need to zoom in or increase the font size, and they are likely to be using a touch interface rather than a mouse. Also, Apple's iPhone and iPad do not support Adobe Flash.
- (7) **Limited bandwidth.** Individuals may be on slow internet connections if they are located in a rural area or lack the financial resources to access high-speed internet. These users benefit from pages that load quickly (use graphics sparingly) and transcripts for video.

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(8) Limited time. Very busy individuals may have too little time to watch an entire video or audio recording but can quickly access its content if a transcript is available.

Accessible technology works for all of these users, and countless others not mentioned.

A.2. Essential Components of Web Accessibility

Web accessibility depends on several different components of web development and interactions working together and how improvements in specific components could substantially improve web accessibility. These components include:

- Content (information in a web page or web application, including (1) natural information such as text, images, and sounds, or (2) code or markup that defines structure, presentation etc.);
- Web browsers, media players, and other user agents;
- Assistive technology, in some cases, screen readers, alternative keyboards, switches, scanning software, etc.;
- User's knowledge, experiences, and in some cases, adaptive strategies using the web;
- Developers, designers, coders, authors, etc., including developers with disabilities and users who contribute content;
- Authoring tools – software that creates web sites; and
- Evaluation tools – web accessibility evaluation tools, HTML validators, Cascading Style Sheets (CSS) validators, etc.

Authoring tools and evaluation tools are used by web developers to create web content. Individuals (“users”) use web browsers, media players, assistive technologies, or other means to get and interact with content. It's important to note that there are significant interdependencies between the components. Components must work together in order for the web to be accessible. When accessibility features are effectively implemented in one component, the other components are more likely to implement them.

A.2.1. Examples

- When web browsers, media players, assistive technologies, and other user agents support an accessibility feature, users are more likely to demand it and developers are more likely to implement it in their content;

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- When developers want to implement an accessibility feature in their content, they are more likely to demand that their authoring tool make it easy to implement;
- When authoring tools make a feature easy to implement, developers are more likely to implement it in their content; or
- When an accessibility feature is implemented in most content, developers and users are more likely to demand that user agents support it.

If an accessibility feature is not implemented in one component, there is little motivation for the other components to implement it when it does not result in an accessible user experience. If one component has poor accessibility support, sometimes other components can compensate through “work-arounds” that require much more effort and are not good for accessibility overall.

A.3. Guidelines for Different Components:

The different components were briefly covered in Section 3.0 – Accessibility Standards: WCAG, ATAG, and UAAG. *Content Developers and Approvers*, web developers, and other individuals involved in the creation and maintenance of online content and functionality may refer to the following W3C WAI accessibility guidelines for additional information on the different components:

- Authoring Tool Accessibility Guidelines (ATAG) addresses authoring tools (link to <https://www.w3.org/WAI/intro/atag.php>)
- Web Content Accessibility Guidelines (WCAG) addresses web content, and is used by developers, authoring tools, and accessibility evaluation tools (link to <https://www.w3.org/WAI/intro/wcag.php>)
- User Agent Accessibility Guidelines (UAAG) addresses web browsers and media players, including some aspects of assistive technologies (link to <https://www.w3.org/WAI/intro/uaag.php>)

B. HOW TO MAKE TECHNOLOGY ACCESSIBLE

The following information will provide *Content Developers and Approvers and webmasters* how-to-pages with step-by-step guides for making particular types of content accessible. For additional information about accessibility of particular technologies, please refer to the pages that are most relevant for the technologies to be used. *Webmasters and Content Developers and Approvers* shall be familiar with:

- (1) Creating Accessible Documents

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- (2) Developing Accessible Websites
- (3) Creating Accessible Videos
- (4) Procuring Accessible IT
- (5) Managing Projects for Accessibility

Content Developers and Approvers, and webmasters shall consider accessibility throughout the design and creation process of online content. The following are tips for creating accessible content and conducting simple accessibility tests:

- **Useable without a mouse:** Ensure all links, buttons, menus, and controls in web pages and applications can be used without a mouse, but instead can be navigated using only the keyboard. Whether an interface is functional using a keyboard alone is often a reliable indicator of overall accessibility;
- **Document structure:** Create web pages, Word documents, and PDF files that have good structure, including the use of headings, sub-headings, and lists that make these documents easier for users to understand and navigate;
- **Accessible images:** Include alternative text for graphics and avoid images of text. Individuals who cannot see an image rely on alternate text to access its content; and
- **Test with accessibility checker tools:** As stated in Section 3.0, subdivision F, CAHELP will employ accessibility testing using online accessibility checkers. *Webmasters* may use accessibility checkers and/or web browser plug-ins to identify common accessibility problems and report them to the ADA compliance team. A list of online accessibility checkers is available in *Appendix B* to assist with accessibility efforts.

Accessibility issues shall be reported to the ADA compliance team for accountability. Issues that exceed the parameters and scope of responsibility of the ADA compliance team shall be referred to an accessibility expert for review and recommendation for corrective action.

B.1. Creating Accessible Documents

The core steps needed for accessibility are the same regardless of whether the document is developed in HTML (web), Microsoft Word, Adobe PDF, or another document format. The following are the required basic steps to assist *Content Developers and Approvers* in creating accessible documents:

- Use headings;
- Use lists;

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- Add alternate text to images;
- Use tables wisely; and
- Understand how to export from one format to another.

B.1.1. Headings

Identify headings and subheadings using the built-in heading features of the authoring tool. Headings (e.g., h1, h2, h3, etc.) form an outline of the page content and enable screen reader users to understand how the page is organized, and to quickly navigate to content of interest. Screen readers have features that enable users to jump quickly between headings with a single key stroke.

B.1.2. Use Lists

Use the list controls provided in the document authoring software. Content that is organized as a list should be created using the list controls. Authoring software provides one or more controls for adding unordered lists (with bullets) and ordered lists (with numbers). When lists are explicitly created as lists, this helps screen readers to understand how the content is organized. When screen reader users enter a list, their screen reader informs them that they're on a list and may also inform them of how many items are in the list, which can be very helpful information when deciding whether to continue reading.

B.1.3. Add Alternate Text for Images

Users who are unable to see images depend on content developers to supplement their images with alternate text, which is often abbreviated "alt text." The purpose of alt text is to communicate the content of an image to individuals who can't see the image. The alt text should be succinct, just enough text to communicate the idea without burdening the user with unnecessary detail. When screen readers encounter an image with alt text, they typically announce the image then read the alt text.

Authoring tools provide a means of adding alt text to images, usually in dialog that appears when an image is added, or later within an image properties dialog.

If images are purely decorative and contain no informative content, they do not require a description. However, they may still require specific markup so screen readers know to skip them. Also, images that require a lengthier description, such as charts and graphs, may require additional steps beyond adding alt text.

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B.1.4. Use Tables Wisely

Tables should not be used to control content layout. Tables in documents are useful for communicating relationships between data, especially where those relationships can be best expressed in a matrix of rows and columns. Authoring tools have other means of doing this, including organizing content into columns.

If the data is best presented in a table, try to keep the table simple. If the table is complex, consider whether it could be divided into multiple simpler tables with a heading above each.

A key to making data tables accessible to screen reader users is to clearly identify column and row headers. Also, if there are nested in columns and rows with multiple headers for each cell, screen readers need to be explicitly informed as to which headers relate to which cells.

B.1.5. When Exporting to PDF, Understand How to Preserve Accessibility

In order for an Adobe PDF document to be accessible, it must be a “tagged” PDF, with an underlying tagged structure that includes all of the features already described herein. There are right ways and wrong ways to export documents to PDF. Some authoring tools do not support tagged PDF at all, while others provide multiple ways of exporting to PDF, some that produce tagged PDF and some that do not. The CAHELP utilizes Adobe Acrobat Pro which provides accessible tags.

B.1.6. Creating High Quality Scanned Documents

When documents are in electronic form, they are easier to distribute and can be more accessible than print documents. However, in order to be fully accessible, certain steps must be followed to be sure a scanned document is of high quality. Even if a document is not needed for an individual with a disability, a poor scan often negatively impacts the end user’s experience.

B.1.7. Using Conversion Service

There are resources available to help *Content Developers* produce alternative versions of documents quickly and easily ([link to tinyurl.com/uw-doc-convert](http://tinyurl.com/uw-doc-convert)). There are limitations, however, with this conversion service as follows:

- The source file needs to be of good quality in order to maximize conversion accuracy.
- Some file outputs may require additional editing after conversion.

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- This service is intended to provide a quick temporary solution, but is not the final solution for accessibility. For staff who are producing documents, please consult the above link for information on how to create accessible documents in various document formats.
- Students requesting alternative materials as an accommodation should contact the ADA compliance team.

B.1.8. Developing an Accessible Website

In order to assure that the CAHELP website and web applications are accessible to and usable by everyone, web designers and developers must follow accessibility guidelines. The following topics address issues that are especially common on the website:

Features of an Accessible Website:

- Good structure in web pages and documents
- Good use of HTML headings
- Accessible with keyboard
- Accessible images
- Accessible menus
- Accessible forms
- Accessible tables
- Effective use of color
- Meaningful link text
- ARIA landmark roles
- ARIA for web applications
- Avoiding reliance on visual characteristics

B.1.9. Structure in Web Pages and Documents

In order to understand a document, everyone depends on understanding its structure. Screen reader users need to understand this structure and are dependent on *Content Developers* clearly identifying the headings, paragraphs,

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lists, tables, banners, menus, and other features as exactly what they are. In the world of web design this is called semantics, building a page using web elements that define the role of the object. For example, when adding a top-level heading to a web page, *Content Developers* shall use the built-in h1 feature that the authoring software provides. Simply making the text big and bold may look like a heading but it really is not a heading.

B.1.10. HTML headings

As discussed in Section 5.0, subdivision C, section 1.0, the core steps needed for accessibility are the same whether the document is developed in HTML (web), Microsoft Word, Adobe PDF, or another document format. The use of HTML headings is essential in developing an accessible website.

HTML headings service two purposes for non-sighted users:

- They provide an outline of the page, so users can understand how the page is structured, and how all the sections relate to one another; and
- They provide a target so users can jump from heading to heading with a single keystroke, e.g., the letter “H” in some screen readers.

Content Developers shall utilize built-in heading feature in authoring tools.

B.1.11. Accessible with Keyboard

Because many users are physically unable to use a mouse and might be navigating through a web page using a keyboard alone, conducting a simple accessibility test using the keyboard will help determine whether users can (1) access all features, (2) operate all controls, and (3) easily tell where they are on the web page. *Content Developers* test this feature by using the tab key to navigate between features, and other keys of doing so would seem to make sense (e.g., enter or space to “click” the element that currently has focus), arrow keys to move within a widget such as a menu or slider, and escape to close a pop-up window.

B.1.12. Testing HTML Web Pages

Content Developers should navigate through the web page using a keyboard alone. Using the tab key, *Content Developers* should be able to access all links and controls in a predictable order based on their visual position on the page. The success of this test can also be affected by whether there is sufficient visual indication of focus.

- WCAG 2.0 Success Criterion 1.3.2 Meaningful Sequence (Level A)

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- WCAG 2.0 Success Criterion 2.4.3 Focus Order (Level A)

If users are unable to tell where they are on a web page when navigating with keyboard, *Content Developers and Approvers*, and webmasters can typically fix this with some very simple cascading style sheets (CSS). *Content Developers and Approvers* should consult the webmaster and/or developer of authoring tools.

Movement through a web page or application should follow a logical order. It should mirror the visual order of navigation and controls on the page. Users who are navigating by keyboard (e.g., using the tab key) expect to move sequentially from left to right and top to bottom through the focusable elements on the page.

When creating web pages, be sure the order of items in the source code matches the visual order.

B.1.13. Accessible Images

If web pages include images, the content of those images is, by default, inaccessible to individuals who are unable to see the images. Whether and how to address this issue depends on the purpose of the image within the context of the web page.

- **Simple Informative Images.** If images are designed to communicate information to the user, they must be described. Images that convey simple information must be described with alternative text, or “alt text.” Alt text is a short description of the content of the image, added in such a way that is typically invisible to individuals who can see the image but is exposed to individuals who are using assistive technologies such as screen readers or Braille displays. Browsers also display alt text visibly if an image fails to load. Such simple images include logos, buttons, and photographs. The description should describe the content and functionality of the image as concisely as possible to provide access to the content of the image without burdening the user with superfluous details.
- **Adding Alt Text in Word Processing Programs or Rich Text Editors.** Word processing applications such as Microsoft Word and Google Docs; as well as online rich text editors such as those used for adding content to Canvas, WordPress, or Drupal; all include support for alt text on images. When adding an image to a web page or document, simply look for a tab or field labeled “alt text” or equivalent, and enter a short description into the field. If you are not prompted for alt text when adding the image, right click on the image after it has been added and select “Image Properties” or equivalent, then look around in the image properties dialog for an “Alt text” prompt.

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- **Complex Informative Images.** Complex images, such as graphs, charts, or diagrams, may contain too much information to be effectively described using alt text. Instead, these images must be described with a long description. Long description is a more detailed description that provides equivalent access to the information of the image. The question *Content Developers* should ask is: Given the current context, what information is this image intended to communicate? That same information must be provided to individuals who are unable to see the image. A long description can include any structure necessary to communicate the content of the image, including heading list and data tables.
- **Adding Long Description in HTML.** In HTML, long description can be added either on a separate web page or on the same page in a <div> with id attribute. The latter can be hidden from sighted users, although *Content Developers* should consider whether it might be of value to some sighted users too, particularly individuals who have difficulty understanding visually symbolic content such as charts and graphs. Once the long description is in place, add a longdesc attribute to the element, pointing to the URL of the long description.
- For assistance on providing accessible images and what constitutes alt text verses longdesc, consult the webmaster and/or developer of authoring tools.
- **Decorative Images.** If images are used solely for decorative purposes and does not convey meaning, they should be added to the page using CSS, not with the HTML element. If for some reason an image needs to be added using HTML, the element must have an empty alt attribute (alt=""). This is a standard technique for communicating to screen readers that the image should be ignored. The following are a few methods that *Content Developers* can tell screen readers to ignore the decorative image:
 - Avoid using the HTML element for decorative images; instead present the image as a background image using cascading style sheets (CSS)
 - If using the HTML element, add an empty alt attribute (alt="")
 - If using the HTML element, add the following attribute: role="presentation"

References:

- HTML5: Techniques for providing useful text alternatives
- National Center for Accessible Media (NCAM) guidelines for describing complex images: Effective Practices for Description of Science Content within Digital Talking Books

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- National Center on Accessible Media (NCAM): Effective Practices for Describing STEM Images
- WCAG 2.0. Success Criterion 1.1.1 Non-text Content (Level A)

B.1.14. Accessible Menus

Website navigation menus often include dropdown or fly-out menus, where submenus are hidden by default and appear visibly when mouse users hover over or click a top-level menu item. These types of menus can present major accessibility challenges for many groups of users unless they are coded properly.

For assistance and information on creating accessible menus, consult the webmaster and/or developer of authoring tools. The webmaster and/or developer shall explore this problem in depth and provide recommendations to the ADA compliance team.

B.1.15. Accessible Forms

To create an accessible Online Form, *Content Developers* shall ensure that all form fields have accurate labels or prompts so screen reader users know what each field is asking for. Forms typically have labels or prompts that are obvious to sighted users, but their association with particular form fields is made based on visual cues, such as relative position and proximity to the field. Since screen reader users do not have access to these same visual cues, labels and prompts must be explicitly associated with form fields within the HTML (web).

The following should be used by *Content Developers* or form developers:

B.1.15.1. Use Label Element

The prompt “Last name” precedes the input field, but its relationship to the field is not explicitly defined. Therefore, some screen readers will simply announce this as an “edit” field, but will not prompt the user to enter “Last name” into that field. Other screen readers will guess at the label, and in the example provided below, the user will probably guess accurately. However, as forms grow in complexity, screen readers that guess at labels are more likely to guess incorrectly, which means users are more likely to complete the form incorrectly. *Content Developers* or form developers shall properly label form elements.

EXAMPLE OF INCORRECT FIELD:

<div>

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Last name:

```
<input type="text" name="last_name" id="last_name">
</div>
```

CORRECT LABEL:

```
<div>
<label for="last_name">Last name:</label>
<input type="text" name="last_name" id="last_name">
</div>
```

B.1.15.2. Use <fieldset> and <legend> Elements

For groups of related fields such as radio buttons and checkboxes, each form field must have a label as described in the previous section. However, that prompt alone can be meaningless if the user does not know the question. *Content Developers* or form developers shall address this problem by grouping these elements together using a <fieldset> element then use a <legend> element to markup the question.

EXAMPLE:

```
<fieldset>
<legend>What is your favorite color?</legend>
<div>
<input type="radio" name="color" value="Red" id="color_red">
<label for="color_red">Red</label>
</div>
<div>
<input type="radio" name="color" value="green"
id="color_green">
</div>
<div>
<input type="radio" name="color" value="blue"
id="color_blue">
<label for="color_blue">Blue</label>
```

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</dvi>

</fieldset>

For additional assistance regarding appropriate use of labels, field sets, and legend elements, consult the webmaster and/or developer of authoring tools.

B.1.15.3. Making PDF Forms Accessible

Interactive forms in Adobe PDF have many of the same issues as those described in developing online forms (HTML). Labels and prompts must all be created in a way that explicitly associates them with their corresponding form fields. It is also important to note that PDF form fields have a tendency to be out of order, so *Content Developers* or form developers must be sure to test the tab order of the PDF form, to be sure that users will move through the form in a logical sequence when jumping between fields using the keyboard.

Testing PDF Documents. In Adobe Acrobat Pro, go to View > Tools > Accessibility, and select “Touch Up Reading Order.” This feature provides a visual indication of the approximate order in which content will appear if automatically re-purposed for display on a small screen.

To test an interactive PDF form, open the form in any desktop PDF reader and move through the form fields by pressing the tab key. Fields will be highlighted as they receive focus. If fields are not arranged in the expected sequence, this can be fixed in Adobe Acrobat Pro. Go to View > Tools > Forms > Edit. All form fields will be listed in tab order in a sidebar panel. Simply drag fields to their correct position in the tab order.

References:

- WCAG 2.0 Success Criterion 1.3.1 Info and Relationships (Level A)
- WCAG 2.0 Success Criterion 1.3.2 Meaningful Sequence (Level A)
- WCAG 2.0 Success Criterion 2.4.3 Focus Order (Level A)

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B.1.15.4. Avoiding CAPTCHA

CAPTCHA (an acronym that stands for “Completely Automated Public Turing Test to tell Computers and Humans Apart”) is a type of form field that is sometimes used to determine whether a user is human, in an effort to prevent computers from automatically submitting online forms. Often CAPTCHAs assume the form of distorted characters.

CAPTCHA is inaccessible to many groups of users, including individuals who are blind or dyslexic. If audio CAPTCHA is provided as an alternative for these users, that still is not a solution for individuals who are deaf-blind. Also, CAPTCHAs are burdensome for everyone, and increase the likelihood that individuals will fail to submit the form or complete the task. *Content Developers* should consider other creative alternative solutions that do not burden the user.

B.1.16. Accessible Tables

Data tables should not be used to force content into visible columns. Multi-column layouts can now be attained using CSS to handle layout and positioning. Data tables are useful for presenting data in rows and columns. A few specific HTML tags are required in order to ensure that data tables are accessible to screen readers. Without these tags, users who are unable to see the table can find it very difficult or impossible to understand the relationship between table headers and the cells within their scope.

Content Developers should determine whether the table will be simple or complex and apply the specific tags as noted below.

B.1.16.1. Simple Table

A simple table has a single header at the top of each column, and optionally a single header in the first column of each row. It has no nested columns or rows. To make a simple table accessible, apply the following techniques:

- Markup all column headers or row headers as table headers using the <th> element.
- Define the scope of each <th> using the scope attribute (the value of scope can be either “col” or “row”)

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B.1.16.2. Complex Table

A complex table is any table that is not a simple table, as defined in the preceding section. There might be nested rows or columns, or headers might be located in places other than the first row or column. These sorts of tables can be very challenging for screen reader users to understand. To ensure their accessibility, apply the following techniques:

- Markup all column headers or row headers as table headers using the <th> element
- Add a unique id attribute to each <th> element
- For every table data cell (<td>), add a headers attribute that lists the id's of all headers that apply to that particular cell. If more than one header applies to a cell, separate id's with a space

For additional assistance and guidance regarding the use and development of accessible tables, consult the webmaster and/or developer of authoring tool.

B.1.17. Effective Use of Color

There are two accessibility issues related to choice of color:

B.1.17.1. Avoid Using Color to Communicate Information

Because some users are unable to perceive color differences, or may not perceive color the same way others do, it is important to avoid using color alone to communicate information. For example, if link text is blue, *Content Developers* should also enable underline feature so users who are unable to perceive color differences can distinguish links from surrounding text.

B.1.17.2. Choose Colors with Ample Contrast.

Because some users have difficulty perceiving text if there is too little contrast between foreground and background, *Content Developers* must use color combinations that meet clearly defined contrast ratios per W3C WCAG 2.0. CAHELP applies Level AA for contrast success criteria. In order to meet Level AA, *Content Developers* must ensure that text or images of text must have a contrast ratio of at least 4.5:1 (or 3:1 for large text). In order to meet the guidelines at the stricter Level AAA, the contrast ratio must be at least 7:1 (or 4.5:1 for large text).

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Several free tools have been developed that make it easy to check color combinations for WCAG 2.0 compliance. *Content Developers* may utilize the following resources to determine Level AA compliance for color contrast:

- Colour Contrast Analyser (for Windows or Mac) (Link to <https://www.paciellogroup.com/resources/contrastanalyser/>)
- WebAIM Color Contrast Checker (Link to <http://webaim.org/resources/contrastchecker/>)

B.1.18. Meaningful Link Text

Screen reader users navigate websites using a variety of techniques. One of those is to pull up a list of links (a feature on most screen readers) and navigate through that list. Given this, link text should be able to stand alone independently of its context. For example, links like “click here” and “more” are meaningless out of context. Also, speech recognition users can click links with a voice command like “click” followed by the link text. Therefore, *Content Developers* should keep link text short and easy to say.

For both of these reasons long URLs should be avoided as link text (short URLs like cahelp.org) are okay since they are easy to say and stand-alone independently of context.

B.1.19. ARIA Landmark Roles

ARIA is a new W3C specification that stands for “Accessible Rich Internet Applications.” It consists of markup that can be added to HTML in order to clearly communicate the roles, states, and properties of user interface elements. User interface includes both the “user agent user interface,” i.e., the controls (e.g., menus, buttons, prompts, etc.) and mechanisms (e.g., selection and focus) provided by the user agent that are not created by content; and the “content user interface,” i.e., the enabled elements that are part of content, such as form elements, links, applets, etc. This information helps screen readers and other assistive technologies to better understand the elements on a web page, and to provide a user interface that enables their users to effectively interact with those elements.

One of the easiest ARIA features to implement, and one that provides significant immediate benefits to screen reader users, is landmark roles. There are eight of these roles, each representing a block of content that occurs commonly on web pages. To use them, webmasters and/or developers of authoring tools simply add a relevant role attribute to an appropriate container

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within the HTML. Then, screen reader users can quickly jump to that section of the page. The eight ARIA landmark roles are:

- Role="banner"
- Role="navigation" (e.g., a menu)
- Role="main" (the main content of the page)
- Role="complementary" (e.g., a sidebar)
- Role="contentinfo" (meta data about the page, e.g., a copyright statement)
- Role="search"
- Role="form"
- Role="application" (a web application with its own keyboard interface)

If a role is used more than once on a page, the aria-label attribute should also be used in order to distinguish between the two regions. For example, a web page might have the following two navigation regions:

- `<div role="navigation" aria-label="Main-menu">`
- `<div role="navigation" aria-label="User_menu">`

When role="application" is used, there is an exception that the application has its own model for navigating and operating all controls by keyboard, and help text is easily available so users can learn the keystrokes. When assistive technologies encounter content that's marked up with role="application", they stop listening for users' keystrokes and hand off all functionality to the application. This can be problematic as it defies users' expectations. Keys that normally perform certain functions when using their assistive technology suddenly stop providing that functionality.

Therefore, webmasters and/or developers of authoring tools should use role="application" only when an application has been carefully developed with accessibility in mind, and steps have been taken to inform users of what to expect.

For additional clarification and guidance on Aria landmark roles, consult the webmaster and/or developer of authoring tool.

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B.1.20. ARIA for Web Application

Like ARIA for Landmark Roles, ARIA for web applications is W3C specification that consists of markup that can be added to HTML in order to clearly communicate the roles, states, and properties of user interface elements. This information helps screen readers and other assistive technologies to better understand the elements on a web page, and to provide a user interface that enables their users to effectively interact with those elements.

For example, imagine a web page where a user is able to click a button to trigger some action on the page. When the user clicks the button, a message appears at the top of the page informing the user of their success or failure. Using HTML alone, screen reader users would have no idea that this message has appeared, and even if they suspected it had appeared, they might not be able to easily find it. With ARIA, webmasters and/or developers of authoring tools could simply add `role="alert"` to the container where the message will appear. Then, when the content of that container changes, screen readers will interrupt the user by announcing the message content. The user's focus will remain in their original location so they can resume their work.

Webmasters and/or developers of authoring tools creating dynamic, rich, interactive user interface elements for web pages must include ARIA markup or there is very little possibility of their being accessible.

Testing ARIA:

- Use the W3C Markup Validation Service to check HTML against current web standards. This tool includes checks for valid use of ARIA markup.
- Test website or web application with multiple browser/screen reader combinations. Support for ARIA is a moving target, and even if the code is valid, there might be problems in the way its rendered with assistive technologies. There is no substitute for testing, especially if the website has rich, interactive content.

For additional assistance and guidance, consult the webmaster and/or developer of authoring tool. For help with testing with assistive technologies, please contact accessibility@cahelp.org.

References:

- WCAG 2.0 Success Criterion 4.1.2 Name, Role, Value (Level A)

B.1.21. Avoiding Reliance on Visual Characteristics

Content that flashes or flickers can trigger seizures in susceptible individuals. Therefore, flashing or flickering content should be avoided.

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The best technique for addressing this issue is to avoid using content that flashes or flickers. Not only can it cause seizures, but it is likely to be annoying or distracting for users in general. If *Content Developers* must use content that flashes or flickers, test the content using methods described below to be sure the content flashes or flickers at a safe level.

Testing:

The W3C WCAG 2.0 includes specific technical requirements for determining whether content flashes or flickers at an unsafe level. In general, if content flashes more than three times per second, it is unsafe. However, the W3C provides a more precise technical formula for calculating general flash and red flash thresholds. The Trace Center at the University of Wisconsin has developed a Photosensitive Epilepsy Analysis Tools (PEAT) for measuring whether web or computer applications are likely to cause seizures.

References:

- WCAG 2.0 Success Criterion 2.3.1 Three Flashes or Below Threshold (Level A)

B.1.22. Creating Accessible Videos

Videos and audio content can help make web pages and course curriculum provided by the CAHELP Professional Learning more engaging. However, they can also erect barriers unless delivered with accessibility in mind. Videos should be produced and delivered in ways that ensure that all members of the audience can access their content. An accessible video includes captions, a transcript, audio description, and is delivered in an accessible media player. When delivering video content, the following accessibility issues must be considered by *Content Developers and Approvers*, and other designated staff producing or delivering video:

- **Some people are unable to hear audio.** Audio content such as audio-recorded lectures or podcasts must be accompanied by a transcript, and videos must be provided with closed captions.
- **Some people are unable to see video.** Video must be carefully scripted or edited in a way that ensures all important content is accessible through the audio track. If this is not the case, any important information that is presented visually must be described in a separate narration track using a technique called audio description.
- **Some people are unable to operate a mouse.** Multimedia content should be delivered in a player that can be operated with keyboard alone, has controls that are properly labeled so that they are announced properly to screen reader users, and can be operated effectively by speech input users.

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B.1.22.1. Captions

Captions are text versions of the audio content, synchronized with the video. They are essential for ensuring a video is accessible to members of the public who are deaf or hard of hearing. Captions also help non-native English speakers to understand the video, make it possible to search for content within the video, help with the spelling of technical terms spoken in the video, and make it possible to generate an interactive transcript where users can click anywhere in the transcript to watch the video where the text is spoken.

There are two general approaches to captioning video that *Content Developers and Approvers*, and other appropriate staff producing or delivering video can consider:

- **Outsource.** Companies such as Automatic Sync Technologies, 3PlayMedia, cielo24, and many other captioning service providers will caption videos for a fee. Consult webmasters prior to contacting these companies for additional information.
- **Do it Yourself.** There are free tools available online that make it possible and easy to caption video. See captioning your own video for free (*See Appendix D*).

The end product generated by the above two options is a caption file. Most caption files are plain text files with time codes indicating the start and stop times. However, there are various types of caption files with slight variations in their syntax. Once a caption file has been created, the final step is to add this file to the video. How *Content Developers and Approvers* accomplish this depends on where the video is hosted. For specific instructions, select one of the following options:

- Adding captions to YouTube videos (link to...)
- Adding captions to videos on web pages (link to...)
- Adding captions to videos in Panopto (link to...)
- Adding captions to videos in Canvas (link to...)
- Adding captions to videos in MediaAMP (link to...)

References:

- WCAG 2.0 Success Criterion 1.2.1 Audio=only and Video-only (Prerecorded) (Level A)
- WCAG 2.0 Success Criterion 1.2.2 Captions (Prerecorded) (Level A)

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- WCAG 2.0 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)
- WCAG 2.0 Success Criterion 1.4.2 Audio Control (Level AA)
- WCAG 2.0 Success Criterion 1.2.4 Captions (Live) (Level AA)
- WCAG 2.0 Success Criterion 1.2.5 Audio Description (Prerecorded) (Level AA)

B.1.22.2. Audio Description

Audio description is a separate narrative audio track that describes important visual content, making it accessible to individuals who are unable to see the video. Individuals who are blind can understand much of a video's content by listening to its audio. However, if a video includes content that is only presented visually (e.g., on-screen text or key actions that are not obvious from the audio), this visual information must be described in order to be accessible to individuals who are unable to see it.

Like captions, there are two general approaches to producing audio description for video that *Content Developers and Approvers*, and other appropriate staff producing or delivering audio shall consider:

- **Outsource.** The American Council of the Blind has compiled a comprehensive list of commercial services for producing audio description. If the video contains a lot of visual information, this may be the best option since describing visual content effectively requires specialized skills. Typically, service providers will produce a new video that has the descriptive narration mixed in with the program audio. *Content Developers and Approvers*, and other appropriate staff producing or delivering audio can then provide a video in two formats: one with audio description and one without.
- **Do it Yourself.** For videos that have very little visual information, the same free online tools that are used for creating closed caption tracks can be used for creating description tracks. Description tracks are essentially the same as caption tracks—short blocks of text with timestamps that synchronize the text with the video—but their function is different. They are intended to be read aloud by screen readers, rather than voiced by a human narrator. Playing video with text-based audio description requires a media player that supports this feature, such as Able Player, the open source media player developed at the University of Washington.

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B.1.22.3. Live Captioning and Description.

If live events are simulcast over the web, live captioning is needed in order to provide access to the audio content for audience members who are deaf or hard of hearing. Similarly, live description may be needed if key visual content is not otherwise verbalized, such as in a dramatic production. At the CAHELP, these services are coordinated through the Professional Learning team with the assistance of Content Developers and Approvers, and the ADA compliance team.

B.1.22.4. Transcript

A transcript is a text version of the media content. A transcript should capture all the spoken audio, plus on-screen text and descriptions of key visual information that wouldn't otherwise be accessible without seeing the video. Transcripts make video content accessible to everyone, including individuals who are unable to view the video due to accessibility problems or technical limitations. They are also helpful for individuals who want to quickly scan or search a video's content but do not have the time to watch the entire video.

If *Content Authors* have captioned the video, a transcript is available as one of the optional output formats produced by the closed captioning process. This is true of both the free online tools and the commercial service providers. To make the transcript available simply link to it from the the web page, wherever it is linked to or display the associated video.

Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, may consider using Able Player, the accessible open source media player developed at the University of Washington, which generates an interactive transcript automatically using the caption and/or description tracks.

B.1.22.5. Choosing an Accessible Media Player

When choosing how to deliver video, it is important that *Content Developers and Approvers*, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, consider options that are

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fully accessible. Whether selecting a media player plugin or module for the CAHELP website or selecting a service to host videos, the following questions should be answered about the available options:

- Does the media player support close captions?
- Does the media player support audio description in a way that enables users to toggle the narration on and off?
- Can the media player's buttons and controls be operated without a mouse?
- Are the media player's buttons and controls properly labeled so they can be operated by a blind person using a screen reader?
- Is the media player fully functional, including all of its accessibility features, across platforms and in all major browsers?

Able Player, the accessible open source media player developed at the University of Washington satisfies all of the above criteria. It is a free, open-source media player developed with accessibility in mind. For additional information on Able Player, see Able Player on Github ([link to http://ableplayer.github.io/ableplayer/](http://ableplayer.github.io/ableplayer/)).

B.1.23. Procuring Accessible IT

The CAHELP strives to ensure that IT products developed at, purchased by, or used at the CAHELP are accessible to all individuals. To reach this aspirational goal, the ADA compliance team shall be responsible for making decisions about which products to procure and must consider accessibility as one of the criteria for acquisition. This is especially critical for enterprise-level systems and other technologies that affect a large number of students, teachers, and/or staff. The following three steps provide an example of how accessibility can be considered in the procurement process.

For additional information and guidance on procurement of products accessible to all, consult IT services or the ADA compliance team with any of these steps.

B.1.23.1. Ask vendors to provide information about the accessibility of their products.

The following is an example of accessibility language that could be used in requests for proposals (RFPs):

Mandatory Scored Requirement:

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- Bidder must describe how their IT products or services are accessible to users in accordance with CAHELP guidelines;
- CAHELP refers to the WCAG 2.0 developed by W3C Level AA for guidance in meeting its IT accessibility commitments.

If there are issues that prevent a bidder's IT product or service from meeting these requirements, the bidder must describe efforts underway to address these issues, including anticipated timelines for completion.

B.1.23.2. Validate information provided by bidders and evaluate the product for accessibility

Consult ADA compliance team for assistance. Vendors should provide detailed information about the accessibility of their product or services. One common method is by providing a Voluntary Product Accessibility Template (VPAT). This is a standard form developed to assist federal agencies in fulfilling their Section 508 requirements. VPATs can sometimes be informative, but they have limitations since they are self-reports completed by the vendors. Some vendors do not have adequate technical expertise to accurately assess their products' accessibility. Others skillfully complete their VPATs in ways that trivialize the significance of accessibility shortcomings. Therefore, VPAT claims should be independently verified and not accepted at face value. A VPAT could provide a good starting point, but ultimately vendors, particularly those whose products are selected as finalists, should be engaged in a thorough discussion about accessibility of their products.

Few IT products are fully accessible. However, vendors should at a minimum be willing to make a commitment to address their accessibility problems. Without this commitment, using the product may place the CAHELP at risk for discriminating against some of its users and/or employees.

The CAHELP procured and/or contracted web host shall provide detailed information about the accessibility of their web product or services, and may provide a Voluntary Product Accessibility Template (VPAT) for consideration.

B.1.24. Include Accessibility Assurances in Contracts with Vendors

If ultimately the best product for meeting a particular need is one that fails to fully meet accessibility requirements, vendors should be asked to make a

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commitment to improving accessibility over a specified timeline, perhaps working with the [JPA Virtual Compliance and](#) ADA compliance team.

After procurement officials discuss accessibility issues with a vendor, the procurement contract should include language that specifically documents the agreement between vendor and procurer as to how satisfactory progress on accessibility will be measured. The vendor might provide a roadmap as an addendum to the contract with a prioritized list of accessibility issues and a timeline for addressing each issue. Contract extensions might be contingent upon satisfactory progress toward resolving the issues identified in the roadmap.

Even if the product is currently accessible, the contract should include language that assures continued accessibility as the product is updated. This is especially important for products that are developed on an ongoing rapid release cycle.

B.1.25. Managing Projects for Accessibility

It shall be the responsibility of the [CAHELP JPA Virtual Compliance Supervisor](#) ~~ADA compliance team~~ to ensure that all projects related to accessibility be prioritized. All areas of the CAHELP website will be reviewed annually using the processes described at WCAG 2.0. Reviews are the responsibility of the [JPA Virtual Compliance Supervisor in collaboration with the](#) ADA compliance team. Accessibility checks will be incorporated into the publishing workflow for all new content.

STRATEGIC PLAN FOR WEB ACCESSIBILITY

1.0 ORGANIZATIONAL STATEMENT

The California Association of Health and Education Linked Professions, a Joint Powers Authority (CAHELP JPA), values diverse experiences and perspectives and strives to fully include everyone who engages with the organization. Therefore, CAHELP is committed to ensuring that individuals with disabilities have an opportunity equal to that of nondisabled peers accessing CAHELP programs, benefits, and services, including those delivered through information technology (IT). The CAHELP Strategic Plan for Web Accessibility, hereinafter referred to as “SPWA” establishes a foundation for equality of opportunity and provides guidance to ensure equal access to IT the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media in accordance with applicable state and federal laws including, but not limited to, Sections 504 and 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act as amended (ADA).

The SPWA shall apply to all new, updated, and existing online web content and functionality. The goal of the CAHELP is that all web content will meet WCAG 2.0 Level AA conformance.

2.0 DEFINITIONS

Accessible: Refers to the concept that individuals with disabilities are able to access and use a product or system, including with the help of assistive technologies. For example, an “accessible” web site may be designed so that the text can be enlarged by the user, rather than having a fixed font size, or may be designed so that it can be interpreted and “read out loud” by screen reader software used by blind or low-vision individuals.

Accessible Information Technology: Information technology that has been designed, developed, or procured to be usable by, and therefore accessible to individuals with disabilities, including those who use assistive technologies.

Assistive Technologies: Adaptive, rehabilitative devices that promote greater independence for individuals with disabilities by changing how these individuals interact with technology. Examples include special input devices (e.g., head or foot mouse, speech recognition), screenreading software, and screen magnifiers.

Usability: Refers to how easily, effectively, and efficiently users can use a product or system to achieve their goals, and how satisfied they are with the experience.

3.0 REGULATORY REQUIREMENTS (SECTIONS 504/508; TITLE II ADA)

Accessibility awareness is an important aspect of the CAHELP’s underlying legal obligation to ensure that individuals with disabilities have equal access to programs, services, and information within the same timeframe as nondisabled peers. No individual shall be excluded from participation in, deny the benefits of, or otherwise be subjected to

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discrimination from any of the CAHELP programs, services, and activities, including those delivered through information technology. The regulatory requirements in Sections 504 and 508 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act (ADA), as amended in 1990, provide the basis for equal access and governs the overall responsibility of CAHELP Content Developers and Approvers, webmasters, procurement officials, and all others responsible for content management, to ensure that online content and functionality are equally accessible to all.

Section 504 and Title II of the ADA are implicit and require public agencies to make web pages accessible. ADA prohibits discrimination against individuals with disabilities by any state or local government and any of its department, agencies, or other instrumentalities. Section 504 prevents intentional or unintentional discrimination based on an individual's disability and applies to employers and organizations that receive federal financial assistance. Section 508 is limited to federal agencies but is extremely influential because its compliance standards require federal agencies to provide software and website accessibility to individuals with disabilities.

[Title II Americans with Disabilities Act \(ADA\)](#). *“...Protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It additionally extends the prohibition of discrimination on the basis of disability established by section 504 of the Rehabilitation Act of 1973, as amended, to all activities of State and local governments, including those that do not receive Federal financial assistance. By law, the Department of Justice’s Title II regulation adopts the general prohibitions of discrimination established under section 504, and incorporates specific prohibitions of discrimination from the ADA.*

[Section 504, Title 29 of the United States Code § 794](#). *“No otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”*

[Section 508, Title 29 of the United States Code § 1194.1](#). *“...Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.”*

Refer to Appendix D for Section 508 Checklist produced by Web Accessibility in Mind (WebAIM).

3.1 Legal Guidance:

- Department of Justice (DOJ) Guidance (June 2003)

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- ADA/504 “generally require” equal access unless fundamental alteration or undue burden
- OCR Dear Colleague Letter (June 2010)
Colleges and universities must make book readers and other educational technologies equally accessible
- OCR FAQs (May 11)
- Follow-up from June 2010 Dear Colleague letter – legal requirements articulated in letter apply to elementary and secondary schools
- DOJ Notice of Proposed Rulemaking (May 2016)
- Proposed rulemaking for state and local governments with regard to web accessibility

NOTE: Effective January 18, 2017, the U.S. Access Board published a final rule updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973. Major changes in the revised Section 508 Standards include the incorporation of the web standards in WCAG 2.0 developed by the W3C and clarifies applicability to websites, electronic documents and software. The final rule also requires all public-facing official agency business content, as well as specific categories of non-public-facing content that is official agency business, to be accessible, and that software and operating systems must interoperate with assistive technology. Compliance/Responsibilities

4.0 COMPLIANCE/RESPONSIBILITIES

Under this strategic plan, CAHELP personnel shall:

- Adhere to the CAHELP strategic plan for web accessibility;
- Develop, purchase and/or acquire, to the extent feasible, hardware and software products that are accessible to individuals with disabilities; and
- Promote awareness of this strategic plan to all members of the CAHELP community, particularly those in roles that are responsible for creating, selecting, or maintaining electronic content and applications.

4.1 Implementation of the Policy

CAHELP management in collaboration with the JPA Virtual Compliance Supervisor and designated ADA compliance team is responsible for facilitating and ensuring implementation of this strategic plan for web accessibility with fidelity.

The CAHELP JPA Virtual Compliance Supervisor in collaboration with the designated ADA compliance team is responsible for issuing and updating any requirements, standards or guidelines that support this strategic plan and shall facilitate regular communication among organizational departments to address consistent implementation of this strategic plan throughout CAHELP.

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4.2 Revisions to the Strategic Plan

The CEO is the approver of the strategic plan for web accessibility and has the authority to approve revisions upon recommendation by the CAHELP JPA Virtual Compliance Supervisor and ADA compliance team.

The CAHELP JPA Virtual Compliance Supervisor in collaboration with the ADA compliance team has the authority to initiate revisions to the strategic plan and is responsible for regular reviews and updates.

All revisions substantive in nature to the strategic plan will be presented for approval to the CEO and subsequently presented to the CAHELP Governance Council for review and adoption.

4.3 Oversight and Responsibilities

The JPA Virtual Compliance Supervisor is responsible for online web accessibility and functionality and is a member of the ADA compliance team. He/she shall be responsible for establishing systems of audit, accountability, corrective action of accessibility of all online content and functionality on an ongoing basis. The Virtual Compliance Supervisor and ADA compliance team shall work towards ensuring equal access and opportunity to organizational programs and services for all individuals, including those delivered online. The ADA team shall be comprised of the following:

- Chief Operations Officer, CAHELP
- JPA Virtual Compliance Supervisor, CAHELP
- Representative from IT Department, as needed
- Representative from Web Programmer/Host, as needed
- Representative from Desert/Mountain Children's Center
- Representative from Desert/Mountain Special Education Local Plan Area JPA Virtual Compliance Program Technician, CAHELP

Membership to the ADA compliance team shall be at the discretion and determination of the CEO, CAHELP.

4.3.1 Responsibilities of ADA Compliance Team

The ADA compliance team responsibilities shall include, but not be limited to, all of the following:

- ❖ Report accessibility issues and recommended solutions;
- ❖ Review and recommend changes and/or modifications to the strategic plan for web accessibility;
- ❖ Evaluate effectiveness of accessibility training(s) and provide recommendations for modifications to improve training and to ensure organizational compliance;

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- ❖ Participate in audit of website, web developer meetings (contract renewal, web redesign, etc.); Evaluate needs of compliance team; and
- ❖ Attend regularly scheduled team meetings, appropriate accessibility workshops, trainings, etc.

4.3.2 Responsibilities of the JPA Virtual Compliance Supervisor

The JPA Virtual Compliance Supervisor shall work in collaboration with the designated ADA team in support of the organization's accessibility requirements and shall:

- ❖ Create workflow and approval process for online content;
- ❖ Develop, coordinate, implement, and facilitate one-to-one and/or annual training regarding online content accessibility and functionality for Content Developers and Approvers, and other staff as needed;
- ❖ Develop, review, revise, and implement strategic plan for web accessibility;
- ❖ Provide recommendations for implementation, or modification to establish compliance;
- ❖ Contract for services (i.e., auditor, web developer, training, etc.);
- ❖ Develop long range plan for addressing problems, taking into account identified priorities, with all proposed remedies to be completed within a reasonable timeframe;
- ❖ Set up systems of accountability and verify claims of accessibility by vendors, open sources;
- ❖ Set up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis;
- ❖ Maintain appropriate records;
- ❖ Develop, implement, and manage CAHELP strategic plan for web accessibility;
- ❖ Develop long range content management and accessibility plans and priorities for CAHELP in conjunction with accessibility requirements under federal and state law, and best practices;
- ❖ Analyze, plan, and coordinate the needs for training and educational development in designing and creating accessible materials;
- ❖ Develop, implement, and maintain a process for public input and reporting on inaccessible virtual content;
- ❖ Investigate, research, analyze, and respond to inquiries and complaints of accessibility-related issues regarding the functionality of the website and virtual content;

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- ❖ Perform regular accessibility audit of CAHELP website, applications, and external platforms hosting CAHELP content;
- ❖ Perform accessibility evaluations for website and applications under consideration for purchase and/or use;
- ❖ Manage, monitor, and evaluate budget and expenditure-related activities;
- ❖ Supervise, evaluate, and train personnel assigned to the JPA Virtual Compliance team; and
- ❖ Attend regularly scheduled team meetings, appropriate accessibility workshops, trainings, etc.

4.3.3 Responsibilities of JPA Virtual Compliance Technician

The JPA Virtual Compliance Technician performs specialized technical work in assisting, training and advising CAHELP employees regarding virtual regulations, compliance, policies, and procedures. The JPA Virtual Compliance Technician:

- ❖ Advises on virtual compliance issues, regulations and procedures;
- ❖ Resolves complex virtual compliance issues;
- ❖ Reviews and makes recommendations for the procurement of software programs to ensure virtual accessibility;
- ❖ Performs monthly audits of virtual compliance;
- ❖ Attends and conducts accessibility and compliance training workshops;
- ❖ Prepares and disseminates virtual compliance reports, materials, forms, correspondence, and other written information; and
- ❖ Interprets and applies laws, regulations and procedures affecting virtual compliance.

4.3.4 Responsibilities of Designated Content Developers and Approvers, Webmaster, and Procurement Officials

The Virtual Compliance Supervisor in collaboration with the ADA compliance team shall provide and/or procure appropriate training necessary to ensure that individuals as defined below are knowledgeable and appropriately trained to create and/or develop accessible online content, maintain functionality, and procurement of appropriate IT software, hardware, and media.

- ❖ *JPA Virtual Compliance Technician*: Primary support technician to the Virtual Compliance team responsible for assisting in resolving compliance issues, auditing of website

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and functionality, and providing accessibility support services and training to CAHELP staff;

- ❖ *Content Developers*: Individuals responsible for uploading, modifying, maintaining, and updating content on web pages;
- ❖ *Content Approvers*: Individuals responsible for review of online content and ensuring content meets principles of accessibility and WCAG guidelines;
- ❖ *Procurement Officials*: Individuals responsible for the research and procurement of IT equipment; and
- ❖ *Webmaster*: Individual(s) responsible for the overall accountability and compliance of online content and functionality.

An accessibility checklist (Appendix B) based on WCAG 2.0 Level AA is available to assist Content Developers and Approvers, web designers, and purchasing agents in creating and procuring accessible IT. This checklist can also be used by procurement officials as a reference for vendors and contractors providing products and services to CAHELP. Many of the items in the checklist apply to web pages and web-based applications as well as electronic documents in Microsoft Word, Adobe PDF, and other formats, and other products and services that are not specifically web-based.

Refer to Appendix B for a simple checklist for implementing HTML-related principles and techniques for seeking WCAG 2.0 conformance produced by Web Accessibility in Mind (WebAIM).

4.3.5 Workflow for Creating/Publishing Online Content

To ensure efficiency, accountability, and implementation, designated Content Developers and Approvers shall upload content to the CAHELP website and/or web pages in the following manner:

4.3.5.1 *Content Developers shall:*

- Receive and review proposed online content;
- Log in to CAHELP website;
- Enable “design mode” feature to edit or add content to a page;
- Create and/or develop content per accessibility checklist (i.e., headings, subheadings, text, images, video, etc.);
- Save content (Note: Web system will automatically forward an e-mail notification to the Content Auditor to review saved content);
- Review returned content and complete revisions as needed; and

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- Publish and maintain approved online content.

4.3.5.2 *Content Approvers shall:*

- Log in to CAHELP website;
- Receive and review all e-mail notifications of pending online content for review;
- Review proposed online content;
- Approve or reject propose online content based on accessibility checklist and accessibility standards; and
- Return content to Content Developer for modifications.

Content Developers and Approvers are responsible for ensuring accurate and up-to-date information are published on the website.

Questions regarding content development and management, and accessibility requirements shall be submitted to accessibility@cahelp.org. Staff may also complete and submit a helpdesk ticket to the IT support desk. Requests for assistance shall be completed without unreasonable delay.

5.0 ACCESSIBILITY STANDARDS

The following is a set of accessibility standards provided by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) that are commonly recognized by governments and organizations:

- *Web Content Accessibility Guidelines (WCAG) 2.0* (applicable to all web content and applications, including on mobile, television, and other delivery channels);
- *Authoring Tool Accessibility Guidelines (ATAG) 2.0* (applicable for websites that provide users the opportunity to generate content, such as adding comments, posting to forums, or uploading image or videos; also relevant if an organization provides tools, such as content management systems (CMS), for staff or customers to manage websites and content); and
- *User Agent Accessibility Guidelines (UAAG) 2.0* (applicable when additional plug-ins, such as media players, are provided to deliver content or when custom controls are developed to provide nonstandard functionality. UAAG may also be relevant where mobile applications deliver web content as part of the application, and to the procurement process if your organization provides browsers for staff).

Given the CAHELP's commitment to providing accessible opportunities and environments, it looks to the W3C WCAG 2.0 Level AA and Web Accessibility Initiative Accessible Rich Internet Applications (WAI-ARIA) 1.0 as a target for meeting these commitments. The most current version of the WCAG 2.0 includes success criterion

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(WCAG guidelines) organized under four general principles, which provide the foundation of web accessibility. The four principles have been adopted by the CAHELP.

5.1 Principles of Accessibility (P.O.U.R.)

- **Perceivable:** Information and user interface components must be presented to users in ways they can perceive;
- **Operable:** User interface components and navigation must be operable;
- **Understandable:** Information and the operation of user interface must be understandable; and
- **Robust:** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

CAHELP online content shall be Perceivable, Operable, Understandable, and Robust. Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality shall implement the accessibility standards to ensure compliance with the CAHELP's underlying legal obligation to ensure individuals with disabilities are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any of the CAHELP's programs, services, and activities delivered online.

5.2 12 WCAG Guidelines

Under the four principles of accessibility there are 12 WCAG guidelines that provide the framework and overall objectives to help Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, understand the success criteria and better implement the techniques to meet accessibility standards. In its adoption of the four principles of accessibility, the CAHELP ensures that online content and functionality shall be developed in accordance to the 12 WCAG guidelines in each principle of accessibility.

5.2.1 Perceivable

- ❖ *Guideline 1.1. Text Alternatives:* Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language;
- ❖ *Guideline 1.2. Time-based Media:* Provide alternatives for time-based media;
- ❖ *Guideline 1.3 – Adaptable:* Create content that can be presented in different ways (i.e., simpler layout) without losing information or structure; and
- ❖ *Guideline 1.4 – Distinguishable:* Make it easier for users to see and hear content including separating foreground from background.

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5.2.2 Operable

- ❖ *Guideline 2.1 – Keyboard Accessible:* Make all functionality available from a keyboard;
- ❖ *Guideline 2.2 – Enough Time:* Provide users with enough time to read and use content;
- ❖ *Guideline 2.3 – Seizures:* Do not design content in a way that is known to cause seizures; and
- ❖ *Guideline 2.4 – Navigable:* Provide ways to help users navigate, find content, and determine where they are.

5.2.3 Understandable

- ❖ *Guideline 3.1 – Readable:* Make text content readable and understandable;
- ❖ *Guideline 3.2 – Predictable:* Make web pages appear and operate in predictable ways; and
- ❖ *Guideline 3.3 – Input Assistance:* Help users avoid and correct mistakes.

5.2.4 Robust

- ❖ *4.0.1 Guideline 4.1 – Compatible:* Maximize compatibility with current and future user agents, including assistive technologies.

5.3 Levels of Conformance (Priority Levels)

W3C WAI guidelines provide three levels of conformance: Levels A, AA, and AAA:

1. *Level A:* Establishes a baseline level of conformance, and covers a basic set of core accessibility issues (such as alternate text on images and captions and videos);
2. *Level AA:* Includes additional success criteria such as providing a visible focus indicator for keyboard users, and ensuring sufficient color contrast; or
3. *Level AAA:* The highest level of conformance. Conforming to WCAG 2.0 at Level AAA would mean all 63 success criteria have been met.

Level AA shall be the designated benchmark for measuring accessibility of CAHELP online content and functionality. Conformance to Level AA requires that CAHELP meet all Levels A and AA success criterion. Levels of conformance are based on impact on individuals with disabilities, feasibility, and other factors. Each of the success criteria under each principle of accessibility is identified with a conformance level. CAHELP shall ensure that all of its websites and web applications, both customer-facing and for internal use, conform to all Level AA success criterion.

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Example of conformance Level AA required:

Principle: UNDERSTANDABLE	
Guideline 3.2 - Predictable: Make web pages appear and operate in predictable ways.	
Success Criteria	Recommendation
3.2.3 Consistent Navigation	<i>Navigation links that are repeated on web pages do not change order when navigating through the site.</i>
Level AA	

Refer to Appendix B for WCAG 2.0 Checklist produced by Web Accessibility in Mind (WebAIM) for list of success criteria at Level A and Level AA.

5.3.1 Third Party Content

Sometimes, web pages are created that will later have additional content added to them. For example, an email program, a blog, an article that allows users to add comments, or applications supporting user-contributed content. Another example would be a page, such as a portal or news site, composed of content aggregated from multiple contributors, or sites that automatically insert content from other sources over time, such as when advertisements are inserted dynamically.

In these cases, it is not possible to know at the time of original posting what the uncontrolled content of the pages will be. It is important to note that the uncontrolled content can affect the accessibility of controlled content as well. Two options are available:

1. A determination of conformance can be made based on best knowledge. If a page of this type is monitored and repaired (non-conforming content is removed or brought into conformance) within two business days, then a determination or claim of conformance can be made since, except for errors in externally contributed content which have corrected or removed when encountered, the page conforms. No conformance claim can be made if it is not possible to monitor or correct non-conforming content; OR
2. A “statement of partial conformance” may be made that the page does not conform but could conform if certain parts were removed. The form of that statement would be, “This page does not conform, but would conform to WCAG 2.0 at Level X if the following parts from uncontrolled sources were removed.” In addition, the following would also be true of uncontrolled content that is described in the statement of partial conformance:

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- a. It is not content that is under the author's control.
- b. It is described in a way that users can identify (e.g., they cannot be described as "all parts that we do not control" unless they are clearly marked as such).

A "statement of partial conformance due to language" may be made when the page does not conform but would conform if accessibility support existed for (all of) the language(s) used on the page. The form of that statement would be, "This page does not conform, but would conform to WCAG 2.0 at level X if accessibility support existed for the following language(s)."

5.3.2 Authoring Tool Accessibility Guidelines (ATAG) 2.0

Authoring Tools Accessibility Guidelines (ATAG) 2.0 provides guidelines for designing web content authoring tools that are both more accessible to authors with disabilities, and designed to enable, support, and promote the production of more accessible web content by all authors. Authors are individuals who use authoring tools to create or modify content. Authors include roles such as content authors, designers, programmers, publishers, testers, etc. ATAG is primarily for developers of authoring tools. An authoring tool is any web-based or non-web-based application(s) that can be used by authors (alone or collaboratively) to create or modify web content for use by other authors or end users.

Examples of software that are generally considered authoring tools under ATAG 2.0:

- ❖ What-you-see-is-what-you-get (WYSIWYG) HTML editor;
- ❖ Software for directly editing source code; software for converting to web technologies (e.g., "Save as HTML" features in office document applications);
- ❖ Integrated development environments (e.g., for web application development);
- ❖ Software that generates web content on the basis of templates, scripts, command-line input or "wizard" type processes;
- ❖ Software for rapidly updating portions of web pages (e.g., blogging, wikis, online forums);
- ❖ Software for generating/managing entire websites (e.g., content management systems, courseware tools, content aggregators);
- ❖ Email clients that send messages using web content technologies;
- ❖ Multimedia authoring tools; and
- ❖ Software for creating mobile web applications.

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CAHELP shall consider authoring tools that web developers, designers, writers use to produce CAHELP web content (i.e., static web pages, dynamic web applications, etc.) based on their accessibility conformance claims and ATAG 2.0 accessibility standards.

Refer to the following for additional information:

- ❖ ATAG <http://www.w3.org/TR/ATAG/>
- ❖ WCAG <http://www.w3.org/TR/WCAG/>
- ❖ WAI-ARIA <http://www.w3.org/TR/wai-aria/>

5.3.3 User Agent Accessibility Guidelines (UAAG)

User Agent Accessibility Guidelines (UAAG) 2.0 is part of a series of accessibility guidelines. The core target audience of UAAG are the developers of the authoring tools, but policy makers and procurement decision makers within CAHELP can equally use UAAG criteria to determine whether the user agent technologies are accessible, or UAAG can be given to other developers to use to enhance the accessibility features of the tools. User agents are defined as any software that retrieves, renders and facilitates end user interaction with web content. UAAG 2.0 identifies the following user agent architectures:

- ❖ *Platform-based user agent, native user agent.* User agents that run on non-web platforms (operating systems and cross-OS platforms, such as Java) and perform content retrieval, rendering and end-user interaction facilitation themselves (e.g., Firefox, Internet Explorer, Chrome, Opera, Windows Media Player, QuickTime Pro, RealPlayer);
- ❖ *Embedded user agent, plug-in.* User agents that “plug-in” to other agents or applications (e.g., media player plug-in for a web browser, web view component). Embedded user agents can establish direct connections with the platform (e.g., communication via platform accessibility services);
- ❖ *Web-based user agent.* User agents that have user interfaces that are implemented using web content technologies and are accessed by users via a user agent. Web-based user agents transform content into web content technologies that the host user agent can render (e.g., web-based e-Pub reader, web-based video player).

UAAG provides guidance in designing user agents that make the web more accessible to individuals with disabilities. The goal of UAAG 2.0 is to ensure that all users, including users with disabilities, have equal control over the environment they use to access the web. A user agent that follows UAAG 2.0 will improve accessibility through its own user

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interface and its ability to communicate with other technologies, including assistive technologies (software that some individuals with disabilities use to meet their requirements). All users, not just users with disabilities, will benefit from user agents that follow UAAG 2.0.

Like WCAG, UAAG offers three layers of guidance: (1) principles, (2) guidelines; and (3) testable success criteria. Five principles provide a foundation for accessible user agents. Three of the five principles are parallel to WCAG 2.0, and two are specific to user agents. For each principle, there is a set of guidelines for making user agents more accessible to users with disabilities. These guidelines provide the framework to help individuals who use authoring tools to create or modify content, content authors, designers, programmers, publishers, testers, etc., understand the objectives for success criteria so they can better implement them. Under each guideline is also a set of testable success criteria that can be used wherever conformance testing is necessary, including design application, purchasing, regulation, and contractual agreements. Each success criterion is assigned a level of conformance, which are designed to meet the needs of different groups and different situations. The recommended conformance for UAAG is AA. Much of the value of the UAAG stems from the harmonious integration of the WCAG 2.0 and the ATAG 2.0.

CAHELP will recommend that developers of authoring tools, policy makers, and procurement officials ensure that user agents utilized to support CAHELP web content and web applications meet the W3C recommended UAAG 2.0 version Level AA conformance.

Refer to the following for additional information:

- ❖ UAAG <http://www.w3.org/TR/UAAG/>
- ❖ WCAG <http://www.w3.org/TR/WCAG/>
- ❖ WAI-ARIA <http://www.w3.org/TR/wai-aria/>

5.3.4 Accessibility Evaluation Tools (Testing Sites and Applications)

Evaluating the extent to which the CAHELP conforms to WCAG 2.0 Level AA is a process involving several steps. The activities carried out within these steps are influenced by many aspects such as the type of website (e.g., static, dynamic, responsive, mobile, etc.); its size; complexity; technologies used to create the website (e.g., HTML, WAI-ARIA, PDF, etc.); how much knowledge the auditors have about the process used to design and develop the website; and the main purpose for the audit (e.g., to issue an accessibility statement, to plan a redesign process, to perform research, etc.).

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To ensure CAHELP meets established benchmarks for accessibility, it shall implement an audit of online content and functionality as specified herein to ensure compliance with W3C WCAG 2.0 Level AA and WAI-ARIA 1.0. Auditors shall utilize the Techniques for WCAG 2.0 documented by W3C/WAI (link to <https://www.w3.org/TR/WCAG20-TECHS/>), and may also refer to the W3C Website Accessibility Conformance Evaluation Methodology (WCAG-EM) 1.0 to assist in providing a comprehensive evaluation of online content and functionality. The WCAG-EM highlights considerations for auditors to apply during the evaluation process, but does not replace the need for quality assurance measures that are implemented throughout the design, development, and maintenance of the website and web applications to ensure their accessibility conformance. WCAG-EM does not in any way add to or change the requirements defined by the normative WCAG 2.0 standards, and can be used in conjunction with techniques for meeting WCAG 2.0 success criteria. To access WCAG-EM 1.0, go to <https://www.w3.org/TR/WCAG-EM/>.

Outside of the WCAG-EM, there are also a number of website evaluation tools available online to assist Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, in determining whether or not the website meets accessibility standards. However, because these tools are limited in being able to uncover the majority of accessibility issues, the CAHELP shall procure the services of an external auditor in addition to conducting accessibility testing online, and internal auditing.

The CAHELP shall employ the following accessibility evaluation methods to audit all online content and functionality.

1. *Accessibility Audit*: An external accessibility auditor shall review the website, highlighting any accessibility issue(s) and provide recommendations to the ADA compliance team. The auditor shall utilize assistive software used by disabled web users (e.g., screen reader) to effectively carry out the audit, along with the free Web Accessibility Toolbar (WAT) developed by The Paciello Group. WAT aids manual examination of web pages for a variety of aspects of accessibility. To download a copy of WAT, go to:
<http://www.download3.co/ic/github/index.php?k2=github>)

The auditor can be a hired external accessibility consultancy, or an in-house member who is knowledgeable

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of the W3C accessibility guidelines who is appropriately trained in web accessibility.

2. *Accessibility Testing*: The ADA compliance team shall coordinate testing with real users with disabilities to complete common tasks on the website while a designated moderator notes all problems the user experiences. Regular usability testing will uncover more usability issues as users with disabilities may require additional time to complete tasks.
3. *Automated Accessibility Testing*: Both internal and external auditor may utilize automated programs to evaluate the website against accessibility guidelines.

For a list of online accessibility testing resources, see Appendix C (e.g., Useablenet, Web Accessibility Versatile Evaluator (WAVE), AChecker, etc.).

The external auditor shall carry out the accessibility audit. After the findings from an accessibility audit has been implemented, the CAHELP shall initiate accessibility testing, as needed. The ADA compliance team shall further coordinate testing sessions with the assistance of county-operated programs and/or inviting a group of users living with visual, auditory, physical, and/or cognitive disabilities, to participate.

5.3.5 Qualifications of Accessibility Auditor

The external auditor shall have the requisite experience and knowledge to carry out an appropriate audit and to develop a proposed Corrective Action Plan. The external auditor shall meet the approved qualifications of an auditor as specified by the Office of Civil Rights (OCR) and shall:

- ❖ Audit all content and functionality of the CAHELP website to identify any online content or functionality that is inaccessible to individuals with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source;
- ❖ Use W3C WCAG 2.0 Level AA and WAI-ARIA 1.0 as the benchmarks for measuring accessibility, unless the CAHELP receives prior permission to use a different standard as a benchmark; and
- ❖ Develop a proposed Corrective Action Plan.

During the accessibility audit, the CAHELP may also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the CAHELP, and other persons

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knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

The ADA compliance team shall have overall responsibility for establishing systems of audit, accountability, corrective action of accessibility of all online content, and functionality on an ongoing basis (Section 4.0 Oversight and Responsibility).

Refer to Appendix C for list of Accessible Testing resources (e.g., Useablenet, Web Accessibility Versatile Evaluator (WAVE), AChecker, etc.)

6.0 PROCEDURES

See Appendix A: Getting Started with Accessibility.

7.0 IT ACCESSIBILITY CHECKLIST

The following is a simple reminder checklist for Content Developers and Approvers, web designers and developers, and purchasing agents to consider when developing and/or procuring accessible information technology that the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media. Many of the items in this checklist apply to web pages and web-based applications as well as electronic documents in Microsoft Word, Adobe PDF, and other formats, and other products and services that are not specifically web-based.

REMEMBER

7.1 Make content and controls Perceivable by all users

- Do images have alternative text?
- Does video have captions and does audio have a transcript?
- Does the web page or document include headings, lists, ARIA landmarks, and other semantic elements to communicate document structure?
- Is the tab order and read order logical and intuitive?
- Do form fields within web pages and documents have appropriately coded labels and prompts?
- Have you avoided using visual characteristics to communicate information (e.g., “click the circle on the right” or “required fields are in red”)?
- Does the interface have sufficient contrast between text color and background color?
- Does the content scale well when text is enlarged up to 200 percent?

7.2 Make content and controls Operable by all users

- Can all menus, links, buttons, and other controls be operated by keyboard, to make them accessible to users who are unable to use a mouse?

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- Does the web page include a visible focus indicator so all users, especially those using a keyboard, can easily track their current position?
- Do features that scroll or update automatically (e.g., slideshows, carousels) have prominent accessible controls that enable users to pause or advance these features on their own?
- Do pages that have time limits include mechanisms for adjusting those limits for users who need more time?
- Have you avoided using content that flashes or flickers?
- Does the web page or document have a title that describes its topic or purpose?
- Are mechanisms in place that allow users to bypass blocks of content (e.g., “skip to main content” link on a web page or bookmarks in a PDF)?
- Does the website include two or more ways of finding content, such as a navigation menu, search feature, or site map?
- Is link text meaningful, independent of context?

7.3 Make content and user interfaces Understandable to all users

- Has the language of the web page or document (or individual parts of a multilingual document) been defined?
- Have you avoided links, controls, or form fields that automatically trigger a change in context?
- Does the website include consistent navigation?
- Do online forms provide helpful, accessible error and verification messages?

7.4 Make content Robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies

- Is the web page coded using valid HTML?
- Do rich, dynamic, web interfaces, such as modal windows, drop-down menus, slideshows, and carousels, include ARIA markup?

8.0 TRAINING

CAHELP shall provide and/or procure website accessibility training for all appropriate personnel, including, but not limited to Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality. Training shall continue on a schedule designed to maintain website accessibility consistent with, or superior to, that which is required under federal law.

9.0 RELATED INFORMATION

9.1 Resources and Support for IT Accessibility

- Accessible Technology at the CAHELP

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- IT Accessibility Checklist
- Access Technology Center
- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 2.0

9.2 Legal and Policy Requirements

- Section 504 of the Rehabilitation Act of 1973
(<http://www2.ed.gov/about/offices/list/ocr/504faq.html>)
- Americans with Disabilities Act as amended
(https://www.ada.gov/2010_regs.htm)
- Department of Justice (DOJ) Guidance (June 2003)
 - ❖ ADA/504 “generally require” equal access unless fundamental alteration or undue burden
- OCR Dear Colleague Letter (June 2010)
 - ❖ Colleges and universities must make book readers and other educational technologies equally accessible
- OCR FAQs (May 11)
 - ❖ Follow-up from June 2010 Dear Colleague letter – legal requirements articulated in letter apply to elementary and secondary schools
- DOJ Notice of Proposed Rulemaking (May 2016)
 - ❖ Proposed rulemaking for state and local governments with regard to web accessibility

10.0 REVISION HISTORY

Version Number	Revised	Governance Approval
1.0	10/27/16	4/7/2017
2.0	08/24/18	

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A. GETTING STARTED WITH ACCESSIBILITY

To ensure accessibility standards are met, *Content Developers and Approvers* must have an understanding of web accessibility, online content, and functionality, and an understanding of the terminology provided in Section 2.0 of this document. In designing web accessibility, *Content Developers and Approvers* should consider these user characteristics in designing web accessibility:

A.1. Characteristics for Consideration

- (1) **Unable to see.** Individuals who are blind use either audible output (products called screen readers that read web content using synthesized speech) or tactile output (a refreshable Braille device).
- (2) **Has dyslexia.** Individuals with learning disabilities such as dyslexia may also use audible output, along with software that highlights words or phrases as they are read aloud using synthesized speech.
- (3) **Has low vision.** Individuals with low vision may use screen magnification software that allows them to zoom in all or a portion of the visual screen. Many others with less-than-perfect eyesight may enlarge the font on websites using standard browser functions, such as Ctrl + in Windows browsers or Command + in Mac browsers.
- (4) **Has a physical disability.** Individuals with physical disabilities that effect their use of hands may be unable to use a mouse, and instead may rely exclusively on keyboard or use assistive technologies such as speech recognition, head pointers, mouth sticks, or eye-gaze tracking systems.
- (5) **Unable to hear.** Individuals who are deaf or hard of hearing are unable to access audio content, so video needs to be captioned and audio needs to be transcribed.
- (6) **Using a mobile device.** Individuals who are accessing the web using a compact mobile device such as a phone, face accessibility barriers, just like individuals with disabilities do. They're using a small screen and may need to zoom in or increase the font size, and they are likely to be using a touch interface rather than a mouse. Also, Apple's iPhone and iPad do not support Adobe Flash.
- (7) **Limited bandwidth.** Individuals may be on slow internet connections if they are located in a rural area or lack the financial resources to access high-speed internet. These users benefit from pages that load quickly (use graphics sparingly) and transcripts for video.

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- (8) Limited time.** Very busy individuals may have too little time to watch an entire video or audio recording but can quickly access its content if a transcript is available.

Accessible technology works for all of these users, and countless others not mentioned.

A.2. Essential Components of Web Accessibility

Web accessibility depends on several different components of web development and interactions working together and how improvements in specific components could substantially improve web accessibility. These components include:

- Content (information in a web page or web application, including (1) natural information such as text, images, and sounds, or (2) code or markup that defines structure, presentation etc.);
- Web browsers, media players, and other user agents;
- Assistive technology, in some cases, screen readers, alternative keyboards, switches, scanning software, etc.;
- User’s knowledge, experiences, and in some cases, adaptive strategies using the web;
- Developers, designers, coders, authors, etc., including developers with disabilities and users who contribute content;
- Authoring tools – software that creates web sites; and
- Evaluation tools – web accessibility evaluation tools, HTML validators, Cascading Style Sheets (CSS) validators, etc.

Authoring tools and evaluation tools are used by web developers to create web content. Individuals (“users”) use web browsers, media players, assistive technologies, or other means to get and interact with content. It’s important to note that there are significant interdependencies between the components. Components must work together in order for the web to be accessible. When accessibility features are effectively implemented in one component, the other components are more likely to implement them.

A.2.1. Examples

- When web browsers, media players, assistive technologies, and other user agents support an accessibility feature, users are more likely to demand it and developers are more likely to implement it in their content;

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- When developers want to implement an accessibility feature in their content, they are more likely to demand that their authoring tool make it easy to implement;
- When authoring tools make a feature easy to implement, developers are more likely to implement it in their content; or
- When an accessibility feature is implemented in most content, developers and users are more likely to demand that user agents support it.

If an accessibility feature is not implemented in one component, there is little motivation for the other components to implement it when it does not result in an accessible user experience. If one component has poor accessibility support, sometimes other components can compensate through “work-arounds” that require much more effort and are not good for accessibility overall.

A.3. Guidelines for Different Components:

The different components were briefly covered in Section 3.0 – Accessibility Standards: WCAG, ATAG, and UAAG. *Content Developers and Approvers*, web developers, and other individuals involved in the creation and maintenance of online content and functionality may refer to the following W3C WAI accessibility guidelines for additional information on the different components:

- Authoring Tool Accessibility Guidelines (ATAG) addresses authoring tools (link to <https://www.w3.org/WAI/intro/atag.php>)
- Web Content Accessibility Guidelines (WCAG) addresses web content, and is used by developers, authoring tools, and accessibility evaluation tools (link to <https://www.w3.org/WAI/intro/wcag.php>)
- User Agent Accessibility Guidelines (UAAG) addresses web browsers and media players, including some aspects of assistive technologies (link to <https://www.w3.org/WAI/intro/uaag.php>)

B. HOW TO MAKE TECHNOLOGY ACCESSIBLE

The following information will provide *Content Developers and Approvers and webmasters* how-to-pages with step-by-step guides for making particular types of content accessible. For additional information about accessibility of particular technologies, please refer to the pages that are most relevant for the technologies to be used. *Webmasters* and *Content Developers and Approvers* shall be familiar with:

- (1) Creating Accessible Documents

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- (2) Developing Accessible Websites
- (3) Creating Accessible Videos
- (4) Procuring Accessible IT
- (5) Managing Projects for Accessibility

Content Developers and Approvers, and webmasters shall consider accessibility throughout the design and creation process of online content. The following are tips for creating accessible content and conducting simple accessibility tests:

- **Useable without a mouse:** Ensure all links, buttons, menus, and controls in web pages and applications can be used without a mouse, but instead can be navigated using only the keyboard. Whether an interface is functional using a keyboard alone is often a reliable indicator of overall accessibility;
- **Document structure:** Create web pages, Word documents, and PDF files that have good structure, including the use of headings, sub-headings, and lists that make these documents easier for users to understand and navigate;
- **Accessible images:** Include alternative text for graphics and avoid images of text. Individuals who cannot see an image rely on alternate text to access its content; and
- **Test with accessibility checker tools:** As stated in Section 3.0, subdivision F, CAHELP will employ accessibility testing using online accessibility checkers. *Webmasters* may use accessibility checkers and/or web browser plug-ins to identify common accessibility problems and report them to the ADA compliance team. A list of online accessibility checkers is available in *Appendix B* to assist with accessibility efforts.

Accessibility issues shall be reported to the ADA compliance team for accountability. Issues that exceed the parameters and scope of responsibility of the ADA compliance team shall be referred to an accessibility expert for review and recommendation for corrective action.

B.1. Creating Accessible Documents

The core steps needed for accessibility are the same regardless of whether the document is developed in HTML (web), Microsoft Word, Adobe PDF, or another document format. The following are the required basic steps to assist *Content Developers and Approvers* in creating accessible documents:

- Use headings;
- Use lists;

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- Add alternate text to images;
- Use tables wisely; and
- Understand how to export from one format to another.

B.1.1. Headings

Identify headings and subheadings using the built-in heading features of the authoring tool. Headings (e.g., h1, h2, h3, etc.) form an outline of the page content and enable screen reader users to understand how the page is organized, and to quickly navigate to content of interest. Screen readers have features that enable users to jump quickly between headings with a single key stroke.

B.1.2. Use Lists

Use the list controls provided in the document authoring software. Content that is organized as a list should be created using the list controls. Authoring software provides one or more controls for adding unordered lists (with bullets) and ordered lists (with numbers). When lists are explicitly created as lists, this helps screen readers to understand how the content is organized. When screen reader users enter a list, their screen reader informs them that they're on a list and may also inform them of how many items are in the list, which can be very helpful information when deciding whether to continue reading.

B.1.3. Add Alternate Text for Images

Users who are unable to see images depend on content developers to supplement their images with alternate text, which is often abbreviated "alt text." The purpose of alt text is to communicate the content of an image to individuals who can't see the image. The alt text should be succinct, just enough text to communicate the idea without burdening the user with unnecessary detail. When screen readers encounter an image with alt text, they typically announce the image then read the alt text.

Authoring tools provide a means of adding alt text to images, usually in dialog that appears when an image is added, or later within an image properties dialog.

If images are purely decorative and contain no informative content, they do not require a description. However, they may still require specific markup so screen readers know to skip them. Also, images that require a lengthier description, such as charts and graphs, may require additional steps beyond adding alt text.

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B.1.4. Use Tables Wisely

Tables should not be used to control content layout. Tables in documents are useful for communicating relationships between data, especially where those relationships can be best expressed in a matrix of rows and columns. Authoring tools have other means of doing this, including organizing content into columns.

If the data is best presented in a table, try to keep the table simple. If the table is complex, consider whether it could be divided into multiple simpler tables with a heading above each.

A key to making data tables accessible to screen reader users is to clearly identify column and row headers. Also, if there are nested in columns and rows with multiple headers for each cell, screen readers need to be explicitly informed as to which headers relate to which cells.

B.1.5. When Exporting to PDF, Understand How to Preserve Accessibility

In order for an Adobe PDF document to be accessible, it must be a “tagged” PDF, with an underlying tagged structure that includes all of the features already described herein. There are right ways and wrong ways to export documents to PDF. Some authoring tools do not support tagged PDF at all, while others provide multiple ways of exporting to PDF, some that produce tagged PDF and some that do not. The CAHELP utilizes Adobe Acrobat Pro which provides accessible tags.

B.1.6. Creating High Quality Scanned Documents

When documents are in electronic form, they are easier to distribute and can be more accessible than print documents. However, in order to be fully accessible, certain steps must be followed to be sure a scanned document is of high quality. Even if a document is not needed for an individual with a disability, a poor scan often negatively impacts the end user’s experience.

B.1.7. Using Conversion Service

There are resources available to help *Content Developers* produce alternative versions of documents quickly and easily ([link to tinyurl.com/uw-doc-convert](http://tinyurl.com/uw-doc-convert)). There are limitations, however, with this conversion service as follows:

- The source file needs to be of good quality in order to maximize conversion accuracy.
- Some file outputs may require additional editing after conversion.

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- This service is intended to provide a quick temporary solution, but is not the final solution for accessibility. For staff who are producing documents, please consult the above link for information on how to create accessible documents in various document formats.
- Students requesting alternative materials as an accommodation should contact the ADA compliance team.

B.1.8. Developing an Accessible Website

In order to assure that the CAHELP website and web applications are accessible to and usable by everyone, web designers and developers must follow accessibility guidelines. The following topics address issues that are especially common on the website:

Features of an Accessible Website:

- Good structure in web pages and documents
- Good use of HTML headings
- Accessible with keyboard
- Accessible images
- Accessible menus
- Accessible forms
- Accessible tables
- Effective use of color
- Meaningful link text
- ARIA landmark roles
- ARIA for web applications
- Avoiding reliance on visual characteristics

B.1.9. Structure in Web Pages and Documents

In order to understand a document, everyone depends on understanding its structure. Screen reader users need to understand this structure and are dependent on *Content Developers* clearly identifying the headings, paragraphs,

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lists, tables, banners, menus, and other features as exactly what they are. In the world of web design this is called semantics, building a page using web elements that define the role of the object. For example, when adding a top-level heading to a web page, *Content Developers* shall use the built-in h1 feature that the authoring software provides. Simply making the text big and bold may look like a heading but it really is not a heading.

B.1.10. HTML headings

As discussed in Section 5.0, subdivision C, section 1.0, the core steps needed for accessibility are the same whether the document is developed in HTML (web), Microsoft Word, Adobe PDF, or another document format. The use of HTML headings is essential in developing an accessible website.

HTML headings service two purposes for non-sighted users:

- They provide an outline of the page, so users can understand how the page is structured, and how all the sections relate to one another; and
- They provide a target so users can jump from heading to heading with a single keystroke, e.g., the letter “H” in some screen readers.

Content Developers shall utilize built-in heading feature in authoring tools.

B.1.11. Accessible with Keyboard

Because many users are physically unable to use a mouse and might be navigating through a web page using a keyboard alone, conducting a simple accessibility test using the keyboard will help determine whether users can (1) access all features, (2) operate all controls, and (3) easily tell where they are on the web page. *Content Developers* test this feature by using the tab key to navigate between features, and other keys of doing so would seem to make sense (e.g., enter or space to “click” the element that currently has focus), arrow keys to move within a widget such as a menu or slider, and escape to close a pop-up window.

B.1.12. Testing HTML Web Pages

Content Developers should navigate through the web page using a keyboard alone. Using the tab key, *Content Developers* should be able to access all links and controls in a predictable order based on their visual position on the page. The success of this test can also be affected by whether there is sufficient visual indication of focus.

- WCAG 2.0 Success Criterion 1.3.2 Meaningful Sequence (Level A)

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- WCAG 2.0 Success Criterion 2.4.3 Focus Order (Level A)

If users are unable to tell where they are on a web page when navigating with keyboard, *Content Developers and Approvers*, and webmasters can typically fix this with some very simple cascading style sheets (CSS). *Content Developers and Approvers* should consult the webmaster and/or developer of authoring tools.

Movement through a web page or application should follow a logical order. It should mirror the visual order of navigation and controls on the page. Users who are navigating by keyboard (e.g., using the tab key) expect to move sequentially from left to right and top to bottom through the focusable elements on the page.

When creating web pages, be sure the order of items in the source code matches the visual order.

B.1.13. Accessible Images

If web pages include images, the content of those images is, by default, inaccessible to individuals who are unable to see the images. Whether and how to address this issue depends on the purpose of the image within the context of the web page.

- **Simple Informative Images.** If images are designed to communicate information to the user, they must be described. Images that convey simple information must be described with alternative text, or “alt text.” Alt text is a short description of the content of the image, added in such a way that is typically invisible to individuals who can see the image but is exposed to individuals who are using assistive technologies such as screen readers or Braille displays. Browsers also display alt text visibly if an image fails to load. Such simple images include logos, buttons, and photographs. The description should describe the content and functionality of the image as concisely as possible to provide access to the content of the image without burdening the user with superfluous details.
- **Adding Alt Text in Word Processing Programs or Rich Text Editors.** Word processing applications such as Microsoft Word and Google Docs; as well as online rich text editors such as those used for adding content to Canvas, WordPress, or Drupal; all include support for alt text on images. When adding an image to a web page or document, simply look for a tab or field labeled “alt text” or equivalent, and enter a short description into the field. If you are not prompted for alt text when adding the image, right click on the image after it has been added and select “Image Properties” or equivalent, then look around in the image properties dialog for an “Alt text” prompt.

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- **Complex Informative Images.** Complex images, such as graphs, charts, or diagrams, may contain too much information to be effectively described using alt text. Instead, these images must be described with a long description. Long description is a more detailed description that provides equivalent access to the information of the image. The question *Content Developers* should ask is: Given the current context, what information is this image intended to communicate? That same information must be provided to individuals who are unable to see the image. A long description can include any structure necessary to communicate the content of the image, including heading list and data tables.
- **Adding Long Description in HTML.** In HTML, long description can be added either on a separate web page or on the same page in a <div> with id attribute. The latter can be hidden from sighted users, although *Content Developers* should consider whether it might be of value to some sighted users too, particularly individuals who have difficulty understanding visually symbolic content such as charts and graphs. Once the long description is in place, add a longdesc attribute to the element, pointing to the URL of the long description.
- For assistance on providing accessible images and what constitutes alt text verses longdesc, consult the webmaster and/or developer of authoring tools.
- **Decorative Images.** If images are used solely for decorative purposes and does not convey meaning, they should be added to the page using CSS, not with the HTML element. If for some reason an image needs to be added using HTML, the element must have an empty alt attribute (alt=""). This is a standard technique for communicating to screen readers that the image should be ignored. The following are a few methods that *Content Developers* can tell screen readers to ignore the decorative image:
 - Avoid using the HTML element for decorative images; instead present the image as a background image using cascading style sheets (CSS)
 - If using the HTML element, add an empty alt attribute (alt="")
 - If using the HTML element, add the following attribute: role="presentation"

References:

- HTML5: Techniques for providing useful text alternatives
- National Center for Accessible Media (NCAM) guidelines for describing complex images: Effective Practices for Description of Science Content within Digital Talking Books

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- National Center on Accessible Media (NCAM): Effective Practices for Describing STEM Images
- WCAG 2.0. Success Criterion 1.1.1 Non-text Content (Level A)

B.1.14. Accessible Menus

Website navigation menus often include dropdown or fly-out menus, where submenus are hidden by default and appear visibly when mouse users hover over or click a top-level menu item. These types of menus can present major accessibility challenges for many groups of users unless they are coded properly.

For assistance and information on creating accessible menus, consult the webmaster and/or developer of authoring tools. The webmaster and/or developer shall explore this problem in depth and provide recommendations to the ADA compliance team.

B.1.15. Accessible Forms

To create an accessible Online Form, *Content Developers* shall ensure that all form fields have accurate labels or prompts so screen reader users know what each field is asking for. Forms typically have labels or prompts that are obvious to sighted users, but their association with particular form fields is made based on visual cues, such as relative position and proximity to the field. Since screen reader users do not have access to these same visual cues, labels and prompts must be explicitly associated with form fields within the HTML (web).

The following should be used by *Content Developers* or form developers:

B.1.15.1. Use Label Element

The prompt “Last name” precedes the input field, but its relationship to the field is not explicitly defined. Therefore, some screen readers will simply announce this as an “edit” field, but will not prompt the user to enter “Last name” into that field. Other screen readers will guess at the label, and in the example provided below, the user will probably guess accurately. However, as forms grow in complexity, screen readers that guess at labels are more likely to guess incorrectly, which means users are more likely to complete the form incorrectly. *Content Developers* or form developers shall properly label form elements.

EXAMPLE OF INCORRECT FIELD:

<div>

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Last name:

```
<input type="text" name="last_name" id="last_name">
</div>
```

CORRECT LABEL:

```
<div>
<label for="last_name">Last name:</label>
<input type="text" name="last_name" id="last_name">
</div>
```

B.1.15.2. Use <fieldset> and <legend> Elements

For groups of related fields such as radio buttons and checkboxes, each form field must have a label as described in the previous section. However, that prompt alone can be meaningless if the user does not know the question. *Content Developers* or form developers shall address this problem by grouping these elements together using a <fieldset> element then use a <legend> element to markup the question.

EXAMPLE:

```
<fieldset>
<legend>What is your favorite color?</legend>
<div>
<input type="radio" name="color" value="Red" id="color_red">
<label for="color_red">Red</label>
</div>
<div>
<input type="radio" name="color" value="green"
id="color_green">
</div>
<div>
<input type="radio" name="color" value="blue"
id="color_blue">
<label for="color_blue">Blue</label>
```

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</dvi>

</fieldset>

For additional assistance regarding appropriate use of labels, field sets, and legend elements, consult the webmaster and/or developer of authoring tools.

B.1.15.3. Making PDF Forms Accessible

Interactive forms in Adobe PDF have many of the same issues as those described in developing online forms (HTML). Labels and prompts must all be created in a way that explicitly associates them with their corresponding form fields. It is also important to note that PDF form fields have a tendency to be out of order, so *Content Developers* or form developers must be sure to test the tab order of the PDF form, to be sure that users will move through the form in a logical sequence when jumping between fields using the keyboard.

Testing PDF Documents. In Adobe Acrobat Pro, go to View > Tools > Accessibility, and select “Touch Up Reading Order.” This feature provides a visual indication of the approximate order in which content will appear if automatically re-purposed for display on a small screen.

To test an interactive PDF form, open the form in any desktop PDF reader and move through the form fields by pressing the tab key. Fields will be highlighted as they receive focus. If fields are not arranged in the expected sequence, this can be fixed in Adobe Acrobat Pro. Go to View > Tools > Forms > Edit. All form fields will be listed in tab order in a sidebar panel. Simply drag fields to their correct position in the tab order.

References:

- WCAG 2.0 Success Criterion 1.3.1 Info and Relationships (Level A)
- WCAG 2.0 Success Criterion 1.3.2 Meaningful Sequence (Level A)
- WCAG 2.0 Success Criterion 2.4.3 Focus Order (Level A)

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B.1.15.4. *Avoiding CAPTCHA*

CAPTCHA (an acronym that stands for “Completely Automated Public Turing Test to tell Computers and Humans Apart”) is a type of form field that is sometimes used to determine whether a user is human, in an effort to prevent computers from automatically submitting online forms. Often CAPTCHAs assume the form of distorted characters.

CAPTCHA is inaccessible to many groups of users, including individuals who are blind or dyslexic. If audio CAPTCHA is provided as an alternative for these users, that still is not a solution for individuals who are deaf-blind. Also, CAPTCHAs are burdensome for everyone, and increase the likelihood that individuals will fail to submit the form or complete the task. *Content Developers* should consider other creative alternative solutions that do not burden the user.

B.1.16. Accessible Tables

Data tables should not be used to force content into visible columns. Multi-column layouts can now be attained using CSS to handle layout and positioning. Data tables are useful for presenting data in rows and columns. A few specific HTML tags are required in order to ensure that data tables are accessible to screen readers. Without these tags, users who are unable to see the table can find it very difficult or impossible to understand the relationship between table headers and the cells within their scope.

Content Developers should determine whether the table will be simple or complex and apply the specific tags as noted below.

B.1.16.1. *Simple Table*

A simple table has a single header at the top of each column, and optionally a single header in the first column of each row. It has no nested columns or rows. To make a simple table accessible, apply the following techniques:

- Markup all column headers or row headers as table headers using the <th> element.
- Define the scope of each <th> using the scope attribute (the value of scope can be either “col” or “row”)

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B.1.16.2. *Complex Table*

A complex table is any table that is not a simple table, as defined in the preceding section. There might be nested rows or columns, or headers might be located in places other than the first row or column. These sorts of tables can be very challenging for screen reader users to understand. To ensure their accessibility, apply the following techniques:

- Markup all column headers or row headers as table headers using the <th> element
- Add a unique id attribute to each <th> element
- For every table data cell (<td>), add a headers attribute that lists the id's of all headers that apply to that particular cell. If more than one header applies to a cell, separate id's with a space

For additional assistance and guidance regarding the use and development of accessible tables, consult the webmaster and/or developer of authoring tool.

B.1.17. Effective Use of Color

There are two accessibility issues related to choice of color:

B.1.17.1. *Avoid Using Color to Communicate Information*

Because some users are unable to perceive color differences, or may not perceive color the same way others do, it is important to avoid using color alone to communicate information. For example, if link text is blue, *Content Developers* should also enable underline feature so users who are unable to perceive color differences can distinguish links from surrounding text.

B.1.17.2. *Choose Colors with Ample Contrast.*

Because some users have difficulty perceiving text if there is too little contrast between foreground and background, *Content Developers* must use color combinations that meet clearly defined contrast ratios per W3C WCAG 2.0. CAHELP applies Level AA for contrast success criteria. In order to meet Level AA, *Content Developers* must ensure that text or images of text must have a contrast ratio of at least 4.5:1 (or 3:1 for large text). In order to meet the guidelines at the stricter Level AAA, the contrast ratio must be at least 7:1 (or 4.5:1 for large text).

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Several free tools have been developed that make it easy to check color combinations for WCAG 2.0 compliance. *Content Developers* may utilize the following resources to determine Level AA compliance for color contrast:

- Colour Contrast Analyser (for Windows or Mac) (Link to <https://www.paciellogroup.com/resources/contrastanalyser/>)
- WebAIM Color Contrast Checker (Link to <http://webaim.org/resources/contrastchecker/>)

B.1.18. Meaningful Link Text

Screen reader users navigate websites using a variety of techniques. One of those is to pull up a list of links (a feature on most screen readers) and navigate through that list. Given this, link text should be able to stand alone independently of its context. For example, links like “click here” and “more” are meaningless out of context. Also, speech recognition users can click links with a voice commence like “click” followed by the link text. Therefore, *Content Developers* should keep link text short and easy to say.

For both of these reasons long URLs should be avoided as link text (short URLs like cahelp.org) are okay since they are easy to say and stand-alone independently of context.

B.1.19. ARIA Landmark Roles

ARIA is a new W3C specification that stands for “Accessible Rich Internet Applications.” It consists of markup that can be added to HTML in order to clearly communicate the roles, states, and properties of user interface elements. User interface includes both the “user agent user interface,” i.e., the controls (e.g., menus, buttons, prompts, etc.) and mechanisms (e.g., selection and focus) provided by the user agent that are not created by content; and the “content user interface,” i.e., the enabled elements that are part of content, such as form elements, links, applets, etc. This information helps screen readers and other assistive technologies to better understand the elements on a web page, and to provide a user interface that enables their users to effectively interact with those elements.

One of the easiest ARIA features to implement, and one that provides significant immediate benefits to screen reader users, is landmark roles. There are eight of these roles, each representing a block of content that occurs commonly on web pages. To use them, webmasters and/or developers of authoring tools simply add a relevant role attribute to an appropriate container

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within the HTML. Then, screen reader users can quickly jump to that section of the page. The eight ARIA landmark roles are:

- Role="banner"
- Role="navigation" (e.g., a menu)
- Role="main" (the main content of the page)
- Role="complementary" (e.g., a sidebar)
- Role="contentinfo" (meta data about the page, e.g., a copyright statement)
- Role="search"
- Role="form"
- Role="application" (a web application with its own keyboard interface)

If a role is used more than once on a page, the aria-label attribute should also be used in order to distinguish between the two regions. For example, a web page might have the following two navigation regions:

- `<div role="navigation" aria-label="Main-menu">`
- `<div role="navigation" aria-label="User_menu">`

When role="application" is used, there is an exception that the application has its own model for navigating and operating all controls by keyboard, and help text is easily available so users can learn the keystrokes. When assistive technologies encounter content that's marked up with role="application", they stop listening for users' keystrokes and hand off all functionality to the application. This can be problematic as it defies users' expectations. Keys that normally perform certain functions when using their assistive technology suddenly stop providing that functionality.

Therefore, webmasters and/or developers of authoring tools should use role="application" only when an application has been carefully developed with accessibility in mind, and steps have been taken to inform users of what to expect.

For additional clarification and guidance on Aria landmark roles, consult the webmaster and/or developer of authoring tool.

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B.1.20. ARIA for Web Application

Like ARIA for Landmark Roles, ARIA for web applications is W3C specification that consists of markup that can be added to HTML in order to clearly communicate the roles, states, and properties of user interface elements. This information helps screen readers and other assistive technologies to better understand the elements on a web page, and to provide a user interface that enables their users to effectively interact with those elements.

For example, imagine a web page where a user is able to click a button to trigger some action on the page. When the user clicks the button, a message appears at the top of the page informing the user of their success or failure. Using HTML alone, screen reader users would have no idea that this message has appeared, and even if they suspected it had appeared, they might not be able to easily find it. With ARIA, webmasters and/or developers of authoring tools could simply add `role="alert"` to the container where the message will appear. Then, when the content of that container changes, screen readers will interrupt the user by announcing the message content. The user's focus will remain in their original location so they can resume their work.

Webmasters and/or developers of authoring tools creating dynamic, rich, interactive user interface elements for web pages must include ARIA markup or there is very little possibility of their being accessible.

Testing ARIA:

- Use the W3C Markup Validation Service to check HTML against current web standards. This tool includes checks for valid use of ARIA markup.
- Test website or web application with multiple browser/screen reader combinations. Support for ARIA is a moving target, and even if the code is valid, there might be problems in the way its rendered with assistive technologies. There is no substitute for testing, especially if the website has rich, interactive content.

For additional assistance and guidance, consult the webmaster and/or developer of authoring tool. For help with testing with assistive technologies, please contact accessibility@cahelp.org.

References:

- WCAG 2.0 Success Criterion 4.1.2 Name, Role, Value (Level A)

B.1.21. Avoiding Reliance on Visual Characteristics

Content that flashes or flickers can trigger seizures in susceptible individuals. Therefore, flashing or flickering content should be avoided.

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The best technique for addressing this issue is to avoid using content that flashes or flickers. Not only can it cause seizures, but it is likely to be annoying or distracting for users in general. If *Content Developers* must use content that flashes or flickers, test the content using methods described below to be sure the content flashes or flickers at a safe level.

Testing:

The W3C WCAG 2.0 includes specific technical requirements for determining whether content flashes or flickers at an unsafe level. In general, if content flashes more than three times per second, it is unsafe. However, the W3C provides a more precise technical formula for calculating general flash and red flash thresholds. The Trace Center at the University of Wisconsin has developed a Photosensitive Epilepsy Analysis Tools (PEAT) for measuring whether web or computer applications are likely to cause seizures.

References:

- WCAG 2.0 Success Criterion 2.3.1 Three Flashes or Below Threshold (Level A)

B.1.22. Creating Accessible Videos

Videos and audio content can help make web pages and course curriculum provided by the CAHELP Professional Learning more engaging. However, they can also erect barriers unless delivered with accessibility in mind. Videos should be produced and delivered in ways that ensure that all members of the audience can access their content. An accessible video includes captions, a transcript, audio description, and is delivered in an accessible media player. When delivering video content, the following accessibility issues must be considered by *Content Developers and Approvers*, and other designated staff producing or delivering video:

- **Some people are unable to hear audio.** Audio content such as audio-recorded lectures or podcasts must be accompanied by a transcript, and videos must be provided with closed captions.
- **Some people are unable to see video.** Video must be carefully scripted or edited in a way that ensures all important content is accessible through the audio track. If this is not the case, any important information that is presented visually must be described in a separate narration track using a technique called audio description.
- **Some people are unable to operate a mouse.** Multimedia content should be delivered in a player that can be operated with keyboard alone, has controls that are properly labeled so that they are announced properly to screen reader users, and can be operated effectively by speech input users.

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B.1.22.1. Captions

Captions are text versions of the audio content, synchronized with the video. They are essential for ensuring a video is accessible to members of the public who are deaf or hard of hearing. Captions also help non-native English speakers to understand the video, make it possible to search for content within the video, help with the spelling of technical terms spoken in the video, and make it possible to generate an interactive transcript where users can click anywhere in the transcript to watch the video where the text is spoken.

There are two general approaches to captioning video that *Content Developers and Approvers*, and other appropriate staff producing or delivering video can consider:

- **Outsource.** Companies such as Automatic Sync Technologies, 3PlayMedia, cielo24, and many other captioning service providers will caption videos for a fee. Consult webmasters prior to contacting these companies for additional information.
- **Do it Yourself.** There are free tools available online that make it possible and easy to caption video. See captioning your own video for free (*See Appendix D*).

The end product generated by the above two options is a caption file. Most caption files are plain text files with time codes indicating the start and stop times. However, there are various types of caption files with slight variations in their syntax. Once a caption file has been created, the final step is to add this file to the video. How *Content Developers and Approvers* accomplish this depends on where the video is hosted. For specific instructions, select one of the following options:

- Adding captions to YouTube videos (link to...)
- Adding captions to videos on web pages (link to...)
- Adding captions to videos in Panopto (link to...)
- Adding captions to videos in Canvas (link to...)
- Adding captions to videos in MediaAMP (link to...)

References:

- WCAG 2.0 Success Criterion 1.2.1 Audio-only and Video-only (Prerecorded) (Level A)
- WCAG 2.0 Success Criterion 1.2.2 Captions (Prerecorded) (Level A)

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- WCAG 2.0 Success Criterion 1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)
- WCAG 2.0 Success Criterion 1.4.2 Audio Control (Level AA)
- WCAG 2.0 Success Criterion 1.2.4 Captions (Live) (Level AA)
- WCAG 2.0 Success Criterion 1.2.5 Audio Description (Prerecorded) (Level AA)

B.1.22.2. Audio Description

Audio description is a separate narrative audio track that describes important visual content, making it accessible to individuals who are unable to see the video. Individuals who are blind can understand much of a video's content by listening to its audio. However, if a video includes content that is only presented visually (e.g., on-screen text or key actions that are not obvious from the audio), this visual information must be described in order to be accessible to individuals who are unable to see it.

Like captions, there are two general approaches to producing audio description for video that *Content Developers and Approvers*, and other appropriate staff producing or delivering audio shall consider:

- **Outsource.** The American Council of the Blind has compiled a comprehensive list of commercial services for producing audio description. If the video contains a lot of visual information, this may be the best option since describing visual content effectively requires specialized skills. Typically, service providers will produce a new video that has the descriptive narration mixed in with the program audio. *Content Developers and Approvers*, and other appropriate staff producing or delivering audio can then provide a video in two formats: one with audio description and one without.
- **Do it Yourself.** For videos that have very little visual information, the same free online tools that are used for creating closed caption tracks can be used for creating description tracks. Description tracks are essentially the same as caption tracks—short blocks of text with timestamps that synchronize the text with the video—but their function is different. They are intended to be read aloud by screen readers, rather than voiced by a human narrator. Playing video with text-based audio description requires a media player that supports this feature, such as Able Player, the open source media player developed at the University of Washington.

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B.1.22.3. Live Captioning and Description.

If live events are simulcast over the web, live captioning is needed in order to provide access to the audio content for audience members who are deaf or hard of hearing. Similarly, live description may be needed if key visual content is not otherwise verbalized, such as in a dramatic production. At the CAHELP, these services are coordinated through the Professional Learning team with the assistance of Content Developers and Approvers, and the ADA compliance team.

B.1.22.4. Transcript

A transcript is a text version of the media content. A transcript should capture all the spoken audio, plus on-screen text and descriptions of key visual information that wouldn't otherwise be accessible without seeing the video. Transcripts make video content accessible to everyone, including individuals who are unable to view the video due to accessibility problems or technical limitations. They are also helpful for individuals who want to quickly scan or search a video's content but do not have the time to watch the entire video.

If *Content Authors* have captioned the video, a transcript is available as one of the optional output formats produced by the closed captioning process. This is true of both the free online tools and the commercial service providers. To make the transcript available simply link to it from the the web page, wherever it is linked to or display the associated video.

Content Developers and Approvers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, may consider using Able Player, the accessible open source media player developed at the University of Washington, which generates an interactive transcript automatically using the caption and/or description tracks.

B.1.22.5. Choosing an Accessible Media Player

When choosing how to deliver video, it is important that *Content Developers and Approvers*, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, consider options that are

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fully accessible. Whether selecting a media player plugin or module for the CAHELP website or selecting a service to host videos, the following questions should be answered about the available options:

- Does the media player support close captions?
- Does the media player support audio description in a way that enables users to toggle the narration on and off?
- Can the media player's buttons and controls be operated without a mouse?
- Are the media player's buttons and controls properly labeled so they can be operated by a blind person using a screen reader?
- Is the media player fully functional, including all of its accessibility features, across platforms and in all major browsers?

Able Player, the accessible open source media player developed at the University of Washington satisfies all of the above criteria. It is a free, open-source media player developed with accessibility in mind. For additional information on Able Player, see Able Player on Github (*link to <http://ableplayer.github.io/ableplayer/>*).

B.1.23. Procuring Accessible IT

The CAHELP strives to ensure that IT products developed at, purchased by, or used at the CAHELP are accessible to all individuals. To reach this aspirational goal, the ADA compliance team shall be responsible for making decisions about which products to procure and must consider accessibility as one of the criteria for acquisition. This is especially critical for enterprise-level systems and other technologies that affect a large number of students, teachers, and/or staff. The following three steps provide an example of how accessibility can be considered in the procurement process.

For additional information and guidance on procurement of products accessible to all, consult IT services or the ADA compliance team with any of these steps.

B.1.23.1. Ask vendors to provide information about the accessibility of their products.

The following is an example of accessibility language that could be used in requests for proposals (RFPs):

Mandatory Scored Requirement:

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- Bidder must describe how their IT products or services are accessible to users in accordance with CAHELP guidelines;
- CAHELP refers to the WCAG 2.0 developed by W3C Level AA for guidance in meeting its IT accessibility commitments.

If there are issues that prevent a bidder's IT product or service from meeting these requirements, the bidder must describe efforts underway to address these issues, including anticipated timelines for completion.

B.1.23.2. Validate information provided by bidders and evaluate the product for accessibility

Consult ADA compliance team for assistance. Vendors should provide detailed information about the accessibility of their product or services. One common method is by providing a Voluntary Product Accessibility Template (VPAT). This is a standard form developed to assist federal agencies in fulfilling their Section 508 requirements. VPATs can sometimes be informative, but they have limitations since they are self-reports completed by the vendors. Some vendors do not have adequate technical expertise to accurately assess their products' accessibility. Others skillfully complete their VPATs in ways that trivialize the significance of accessibility shortcomings. Therefore, VPAT claims should be independently verified and not accepted at face value. A VPAT could provide a good starting point, but ultimately vendors, particularly those whose products are selected as finalists, should be engaged in a thorough discussion about accessibility of their products.

Few IT products are fully accessible. However, vendors should at a minimum be willing to make a commitment to address their accessibility problems. Without this commitment, using the product may place the CAHELP at risk for discriminating against some of its users and/or employees.

The CAHELP procured and/or contracted web host shall provide detailed information about the accessibility of their web product or services, and may provide a Voluntary Product Accessibility Template (VPAT) for consideration.

B.1.24. Include Accessibility Assurances in Contracts with Vendors

If ultimately the best product for meeting a particular need is one that fails to fully meet accessibility requirements, vendors should be asked to make a

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commitment to improving accessibility over a specified timeline, perhaps working with the JPA Virtual Compliance and ADA compliance team.

After procurement officials discuss accessibility issues with a vendor, the procurement contract should include language that specifically documents the agreement between vendor and procurer as to how satisfactory progress on accessibility will be measured. The vendor might provide a roadmap as an addendum to the contract with a prioritized list of accessibility issues and a timeline for addressing each issue. Contract extensions might be contingent upon satisfactory progress toward resolving the issues identified in the roadmap.

Even if the product is currently accessible, the contract should include language that assures continued accessibility as the product is updated. This is especially important for products that are developed on an ongoing rapid release cycle.

B.1.25. Managing Projects for Accessibility

It shall be the responsibility of the CAHELP JPA Virtual Compliance Supervisor to ensure that all projects related to accessibility be prioritized. All areas of the CAHELP website will be reviewed annually using the processes described at WCAG 2.0. Reviews are the responsibility of the JPA Virtual Compliance Supervisor in collaboration with the ADA compliance team. Accessibility checks will be incorporated into the publishing workflow for all new content.



HESPERIA UNIFIED SCHOOL DISTRICT
 ADMINISTRATION & EDUCATIONAL SUPPORT CENTER
 15576 MAIN STREET • HESPERIA, CA 92345
 Phone (760) 244-4411 • Fax (760) 244-2806

CAHELP JPA
 2018 JUL 11 AM 11:35

July 9, 2018

David Olney
 Superintendent

Jovy Yankaskas
 Deputy Superintendent
 Educational Services

Karen Kelly-Pelayes
 Assistant Superintendent
 Personnel Services

Dr. George Landon
 Assistant Superintendent
 Business Services

Robert McCollum
 Assistant Superintendent
 Innovative Technology and
 Communication

Steve Hinojos
 Chief
 School Police

Board of Trustees
 Niccole Childs Petersen
 Cody C. Gregg
 Marcy Kittinger
 Ella "Lee" Rogers
 Eric Swanson

Elementary Schools

Carmel•947-3188
 Cottonwood•949-1390
 Cypress•949-2596
 Eucalyptus•949-0815
 Hollyvale•947-3484
 Joshua Circle•244-6133
 Juniper•244-6161
 Kingston•244-8869
 Krystal•948-3611
 Lime Street•244-0512
 Maple•244-3096
 Mesa Grande•244-3709
 Mesquite Trails•949-3149
 Mission Crest•949-8265
 Topaz•244-4622

Secondary Schools

AEC, ROP•244-1771
 Canyon Ridge•244-6530
 Cedar Middle•244-6093
 Community Day•244-5751
 Hesperia High•244-9898
 Hesperia Jr. High•244-9386
 Mojave High•948-3999
 Oak Hills High•244-2283
 Rancho Middle•948-0175
 Shadow Ridge ISP & Home
 Programs•949-8267
 Sultana High•947-6777

Ms. Janae Holtz
 Desert/Mountain Special Education Local Plan Area
 17800 Highway 18
 Apple Valley, CA 92307

Re: Portable Classrooms – Transfer of Ownership

Dear Ms. Holtz,

Hesperia Unified School District would like to request the transfer of ownership from SELP to the District, for the following:

Lime Street Elementary – 1 SELPA Owned Portable Classroom
 Cottonwood Elementary – 4 SELPA Owned Portable Classrooms

Hesperia Unified School District also requests that this matter be presented to your Governing Board on September 7, 2018 for consideration and approval. Please feel free to contact me at Extension 7238 if you have any questions regarding this matter.

Thank you,

Dr. George Landon
 Hesperia Unified School District
 Assistant Superintendent, Business Services

CC: (Via Email)
 Dave Reck – San Bernardino County Superintendent of Schools
 Virginia Gutierrez – Hesperia Unified School District

CHARTER SELPA GROWTH CONSIDERATIONS

The Desert/Mountain Charter SELPA expansion is managed through a series of considerations established by the Charter SELPA Executive Council (February, 2014).

Charter LEAs interested in applying for LEA membership to the Desert/Mountain Charter SELPA must follow Education Code requirements when submitting applications for review to the Charter SELPA Review Committee. Each application shall be reviewed and rated by the Charter SELPA Review Committee based on specific criteria that will include legal requirements and key indicators that would ensure that the Charter LEA is capable of implementing the legal requirements within the Local Plan and capable of providing a quality educational program for all children.

CONSIDERATIONS: *(Please select all that applies to your Charter LEA)*

- Expansions of existing Charter SELPA members (Joint Powers Agreement (JPA), Charter Management Organization (CMO), non-profits with two or more charters, or affiliated with a current Charter SELPA member developer)
- State Board of Education (SBE) approved charters
- New start-up charters affiliated with a CMO/JPA/other non-profit with two or more charters, or affiliated with a current Charter SELPA member developer. Such support would indicate a structure sufficient to ensure success.
- Charter currently operating as an LEA for special education, structure sufficient to ensure success.
- Charters affiliated with a current Charter SELPA member, but not within a CMO/JPA/other non-profit with two or more charter structure.
- Charters whose authorization and/or continued authorization as a charter school is dependent upon seeking an outside SELPA approval.
- Charters with two or more successful years of operation, but new to the Charter SELPA.
- New start-up charters not affiliated with a CMO/JPA/other non-profit with two or more charters.

None of the considerations above precludes the Desert/Mountain Charter SELPA from performing the required due diligence for program and fiscal accountability that is a part of the review and selection process.

Various circumstances may arise that require the Charter SELPA Review Committee to revisit any growth limitation and they may consider additional charters.



Checklist for Application Materials Membership to Desert/Mountain Charter SELPA

- Copy of recent approved charter petition
- Fiscal data:
 - Copy of audit reports for last two fiscal years
 - Copy of current Charter Management Organization (CMO) audit reports for last two years *(only applicable if Charter Local Educational Agency (LEA) is part of a CMO)*
 - First Interim Financial Report including Cash Flow and Multi-Year Project (MYP) *(please provide narrative describing budget assumptions used in MYP)*
 - P-1 Certified Attendance
- Copy of School Accountability Report Card (SARC), if applicable
- List of credentials for all general and special education certificated staff *(name, position, credential number, if highly qualified)*
- List of non-credentialed staff providing instruction in non-core classes *(such as consultants or specialists)*
- June 7, 2018 Signed copy of federal assurances and SELPA additional assurance statement
- Proof of liability insurance
- Copy of Notice of Withdrawal from existing SELPA, if applicable
- School calendar *(for application year)*
- Sample Charter LEA Individualized Education Program (IEP) forms, if applicable
- List of any existing nonpublic school/nonpublic agency (NPS/NPA) contracts
- Completed Desert/Mountain Charter SELPA application packet

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Please note that all form fields are required. Indicate not applicable as appropriate. Additional and/or supplemental information in support of your response(s) to any and/or all of the requested information may be attached to your application.

APPLICATION DATE: May 15, 2018 FOR SCHOOL YEAR: 2018/2019

SECTION I: APPLICANT INFORMATION

Charter LEA Name: Elite Academic Academy Charter - Lucerne CDS No.: 3675051013696 Year Established: 2017
Street Address: 2060-D Avenida De Los Arboles #504 City: Thousand Oaks State: CA Zip Code: 91362
Mailing Address: 2060-D Avenida De Los Arboles 504 City: Thousand Oaks State: CA Zip Code: 91362
Office Phone: 866-354-8302 Ext 703 Office Fax: N/A
Charter LEA Website Address: www.Eliteacademic.com
Charter LEA CEO: Dr. Brent Woodard Position/Title: CEO
E-mail Address: bwoodard@eliteacademic.com Contact Phone: 866-354-8302 Ext 707
Director Special Education Services: Ms. Meghan Freeman M.Ed. Position/Title: CAO
E-mail Address: mfreeman@eliteacademic.com Contact Phone: 866-354-8302 Ext 703
Business/Fiscal Director: Dr. Steve Budhreja Position/Title: CFO
E-mail Address: sbudhreja@eliteacademic.com Contact Phone: 866-354-8302 Ext 706

SECTION II: BACKGROUND INFORMATION

Authorizing District/County/SBE: Lucerne Valley Unified School District Contact Phone: 760-248-6108
Geographical SELPA: Desert/Mountain Selpa Contact Phone: 760-552-6700 Administrator Name: Mr. Peter Livingston
Mailing Address: 8560 Aliento Road City: Lucerne Valley State: CA Zip Code: 92356
New Charter: Yes No Classroom-based Non-Classroom-based: (Indicate current approved funding rate: _____ %)
Grades of Instruction: TK-12 Estimated First Day of Instruction: 07/02/18
Date Notice of Withdrawal to Current SELPA and CDE: N/A
Current Year Special Education Unduplicated Pupil Count December June: (CASEMIS) N/A
Prior Year Special Education Unduplicated Pupil Count December June: (CASEMIS) N/A
Current Year P-2 ADA: N/A Prior Year P-2 ADA: N/A
Projected P-2 ADA: (Year of Application) _____ Projected Special Education Enrollment: (Year of Application) _____

SECTION III: CHARTER MANAGEMENT ORGANIZATION (IF APPLICABLE)

Name of Charter Management Organization (CMO): N/A
Mailing Address: N/A City: N/A State: N/A Zip Code: N/A
Administrator Name: N/A Contact Phone: N/A
E-mail Address: N/A

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

SECTION IV: ADDITIONAL INFORMATION REQUIRED

- A. **REASON FOR APPLICATION:** Describe the Charter LEA's rationale and/or reason(s) for applying for membership to the Desert/Mountain Charter SELPA. State reasons for leaving current SELPA.

The founding board of Elite Academic Academy-Lucerne (EAA-L), as well as the administration, decided as a team that it would be best to partner with a SELPA that understands charter schools. When discussing SELPA choices with our authorizer, Lucerne Valley Unified School District, the superintendent Mr. Peter Livingston, was very pleased with this choice, as he felt that it would be a great partnership for our school. We also appreciate the fact that Desert/Mountain Charter SELPA is familiar with the manner in which Charter Schools operate and is able to provide pertinent information on individual student needs, funding allocations and other data in a timely manner.

Partnering with Desert/Mountain Charter SELPA will allow mutual collaboration, resource sharing, and leadership to keep us informed of current law, ensure communication to our charter leaders in all areas of special education (especially compliance, business operations, and parent relationships), and support us in providing high quality professional development for our special education staff. We also look for up-to-date local resources in our large independent study enrollment area and working with a SELPA who has many charters similar to ours will afford us the opportunity to learn and collaborate on challenging or "sticky" Special Education cases. Working with Desert/Mountain Charter SELPA would help to optimize our unique independent study program for our students and support us in providing solutions to challenging situations in the area of special education.

Here at EAA-L, we have a strong foundational understanding of how charter schools operate and serve students with disabilities. Our Chief Academic Officer was a special education director for a small school district and a previous voting SELPA member. She will be the Special Education Department head. We also contract with Director Susana Waisman, from Waisman Consulting, with over 30 years of traditional and independent study Special Education experience. We will have well-trained classified SEIS and scheduling personnel who will ensure compliance and provide outstanding customer service to our Special Education families. We intend to be a strong partner that is up-to-date and current with all laws and hope to be a leader in the organization that Desert/Mountain Charter SELPA can trust to provide support to new and upcoming charters with leaders that have little to no educational experience, let alone Special Education experience.

Have you applied for LEA membership to another SELPA and been denied? If "YES" please list and state reason(s) for denial.

No Yes SELPA: El Dorado SELPA Application Date: 4/2018
 No Yes SELPA: _____ Application Date: _____

We made it to the second level of the process, however, the denial letter did not specify why we were denied. We have scheduled a follow-up call to review our application.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

- B. **LEGAL OBLIGATIONS:** Using the KEY below, select the answer that best describes the Charter LEA's current status in terms of special education program m as a member LEA to the Charter SELPA in each of the following areas. Provide a brief description and/or explanation in support of your response(s).

KEY

1 = COMPLIANT

2 = IN DEVELOPMENT PHASE

3 = NEED ASSISTANCE

A special education program requires that you implement appropriate child find activities, provide general education program mainstreaming and inclusion opportunities, refer students for assessments and develop Individual Education Programs (IEPs) for identified students. Describe your procedures for each of the areas listed below.

KEY = _____

Child Find: *Describe current plan*

The parents/guardians of all new students at Elite Academic Academy-Lucerne will be informed that special education and related services are available at no cost to the family. Upon enrollment, parents/guardians will be given a school handbook that will include all legal mandates including Child Find. In addition, students who show signs of a need for special education services or are suspected of having a disability that is significantly impacting their educational performance will be referred for assessment in all areas of suspected disability and for the purposes of possible identification of special education services.

Elite Academic Academy-Lucerne will implement a multi-tiered approach to supporting students who are experiencing academic challenges. The RtI (Response to Intervention) approach is a total school commitment to providing research-based supports/interventions at multiple levels/tiers (depending on intensity and frequency necessary) within the general education environment to students experiencing challenges in any academic area. The RtI process is led by an SST (Student Success Team) coordinator who facilitates consultation with all general education teachers and leads SST meetings with parents, teachers, administrators, support providers and students. At any point, the SST may recommend

KEY = _____

Describe future plan

EAA-L will continue to refine our multi-teared approach and child find processes to ensure we are meeting the need of the TK-12 students in our authorized areas.

KEY = _____

General Education Program Mainstreaming and Inclusion Opportunities:

Describe current plan

EAA-L will comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. EAA-L will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through EAA-L's extended day and year. Each student's IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs, and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

EAA-L examples of mainstreaming in the independent study environment include but are not limited to the following:

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

General Education Program Mainstreaming and Inclusion Opportunities (continued):

Describe future plan

KEY = _____

EAA-L will continue to comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. EAA-L will mainstream all of its students as much as is appropriate according to each individual IEP.

Referral Process/Procedures: *Describe current plan*

KEY = _____

At Elite Academic Academy-Lucerne there will be a continual consultation component built into the program for the general education teachers which allows for ongoing monitoring of student progress throughout the year. The SST process is a formal ongoing review of information and progress for students experiencing academic difficulties. As a result of this process, those students who do not show adequate progress despite receiving intensive supports/interventions and/or who are suspected of having a disability and/or needing special education and related services will be referred for a special education assessment. Parents/guardians may refer their child for assessment for special education services at any time. Teachers, other school personnel, and community members may also refer a child for an assessment at any time.

The parent/guardian will receive an assessment plan (AP) within 15 calendar days after the request is made. The AP describes the type of the assessments along with the purpose of the assessments that may be used to determine eligibility

KEY = _____

Describe future plan

EAA-L will continue to refine and improve upon our Special Education referral process to ensure that we are meeting the needs of the TK-12 students in our authorized attendance areas.

Assessment/Reassessment: *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*

Describe current plan

KEY = _____

A special education assessment (initial and triennial) will gather information about the student to determine whether the student qualifies under one or more areas of disability, and if eligible, the nature and extent of special education services that the student may need. Assessments may include, but are not limited to, a records review, interviews with the student, parents/guardians and school personnel who work with the student, observations of the student within a learning environment, and individual testing using updated, reliable and valid tests in any areas of suspected disability, including the following but not limited to: Academic development (education specialist), intellectual development (school psychologist), speech and language development (speech and language pathologist), motor development (occupational therapist and/or school psychologist), adaptive/behavior development (adaptive physical education

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = _____

Assessment/Reassessment (continued): *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*
Describe future plan

As new assessments become available, we will continue to provide professional development to our Special Education credentialed staff to ensure that they are using the most current and up to date assessments.

KEY = _____

Development of an Appropriate IEP: *(provide a copy of your current form)*
Describe current plan

After any assessment of a student, an IEP meeting will be held. The IEP meeting will be held at a mutually agreeable time and location for the parent and school staff. At the IEP meeting, the IEP team will discuss the initial assessment results and determine whether the student is eligible for special education services based upon state and federal criteria. If the student is eligible, then an IEP will be developed at the meeting which will include an offer of FAPE (Free Appropriate Public Education) consisting of placement and services in order to meet the student's needs as identified through the assessment and developed goals. If it is determined that the student does not qualify as a student with a disability, a

KEY = _____

Describe future plan

As we work to refine our practices each year, we will analyze our IEP's in a mini SESR process. We will randomly audit IEPs for compliance using the rigorous state rubric. We will look for trends, areas of weakness and work with our providers, teachers and administrators to improve upon them. Also, annually, parents and students will be given a Special Education Survey. Results will be shared with the team and used to drive positive change within the organization.

We will continue to stay current with the changing SPED laws to ensure present and future compliance. We will provide professional development to improve and IEP areas of weakness, and ensure our staff have the assessment tools, knowledge and support needed to continue to write legally compliant high quality IEP's.

- C. **PROVISION OF SERVICES:** Using the KEY below, select the answer that best describes the Charter LEA's current status and future plan in terms of special education program mandates in each of the following items. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = PROVIDING SERVICES 2 = CONTRACTING FOR SERVICES 3 = NEED ASSISTANCE

KEY = _____

Implementation of IEP including extended school year: *Describe current plan*

Upon parent signature agreeing to all parts of the IEP, it will be implemented with fidelity. Extended School Year (ESY) services will be provided to students in special education who require special education and related services in excess of the regular academic year. ESY is intended to serve students who would require an excessive amount of time to re-learn the information that they had prior to an extended vacation period time or to continue to make progress on a newly learned critical life skill. It is not intended to be a time for new material to be taught or for new learning to occur.

Providing ESY services to a student is an IEP team decision. The IEP team will consider if the benefits accrued to the student

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Implementation of IEP including extended school year (continued):

KEY = _____

Describe future plan

We will continue to hold IEP meetings and ensure ESY services are discussed. EAA-WFI will focus on providing FAPE and ensure students attend ESY if the IEP team determines it will be of educational benefit for them to do so.

Inclusion in General Education Program: (e.g., supported full time placement in general education classes for students with severe disabilities) *Describe current plan*

KEY = _____

EAA-L will strive to meet the needs of every learner including students with more significant levels of need. These students might have disabilities ranging from severe physical limitations, emotional disturbances or extreme developmental delays. If any student does not show adequate progress and/or there are areas of concern, the IEP team will convene to discuss and review the student's IEP in order to determine the appropriate adjustments and/or assessments required to meet the student's needs. For example, in the case of severe social-emotional and/or behavioral disabilities, assessments such as a FBA (Functional Behavior Assessment) in order to develop a BIP (Behavior Intervention Plan) and an ERMHS (Educationally Related Mental Health Services) would be conducted to ensure that student's needs are being met in all areas of

KEY = _____

Describe future plan

EAA-L will strive to meet the needs of every learner including students with more significant levels of need. We will continue to foster new relationships with high quality public school and non-public schools who may partner with us to provide FAPE for EAA-L students with severe disabilities.

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring less than 50% SAI) *Describe current plan*

KEY = _____

SAI will be determined for all students, regardless of the level of need, by the IEP team and will be derived from data collection, assessment information, and goals/objectives developed in the student's area(s) of need. To ensure that students who receive special education services have appropriate access to the general curriculum, the IEP team may determine supports necessary for the students to make adequate progress including adapting the content, approach or delivery of instruction. Services may be provided to students in any regular education setting that is provided by EAA-L and deemed most appropriate for the student. Based on each student's specific needs, the IEP team may determine specific subjects/curriculum, duration and location for general education mainstreaming as well as determine services the student

KEY = _____

Describe future plan

We will continue to hire high quality appropriately credentialed staff to ensure we meet the need of our growing school. We will continue to form partnerships with local libraries to provide Special Education services to students who like to meet in a public locations closer to their homes.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring **greater** than 50% SAI) Describe current plan

As an independent study school, a student needing significant SAI support may need to be placed in an alternative setting in order to achieve FAPE. At the IEP team meeting the team will discuss the LRE and an appropriate placement will be determined based on the data presented to the team. As a charter, we are fully prepared to partner with local public school districts that offer more intensive SAI support than our independent study model for students that require it. We also clearly understand the fiscal implications of doing so and, if necessary, we are fully competent in securing positive partnerships. We also have experience with local Non-Public Schools if that is deemed necessary for a student.

KEY = _____

Describe future plan

Under the leadership of the Chief Academic Officer and Waisman Consulting, EAA-WFI will ensure properly credentialed and highly qualified SAI instructors are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accommodations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. We will continue to foster positive relationships with local school districts and non-public schools to secure opportunities for students who attend EAA-WFI.

KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with severe physical, medical, emotional disturbance, and/or significant developmental delays requiring intensive services greater than 50% SAI) Describe current plan

For students with severe disabilities, SAI may require a functional-life skills curriculum different from the general education curriculum. Goals and objectives will be based on this functional-life skills curriculum. With this type of curriculum, alternate/modified standardized/state assessments will be implemented as needed. Placement in a more intensive/restrictive program shall not limit or restrict the consideration of other options, including services provided in a vocational education program or any combination of programs and placements as may be required to provide the services specified in a student's IEP.

The following standards for more intensive/restrictive programs and/or placements shall be met:

KEY = _____

Describe future plan

Under the leadership of the Chief Academic Officer and Waisman Consulting, EAA-L will ensure properly credentialed and highly qualified SAI instructors are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accommodations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. We will continue to foster positive relationships with local school districts and non-public schools to secure opportunities for students who need more intensive support than our independent study environment offers, in order to provide FAPE.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Related Services: (e.g., speech and language therapy, adaptive physical education, occupational/physical therapy, counseling, sign language interpreting, etc.) Describe current plan **KEY** = _____

Under the leadership of the Chief Academic Officer and in collaboration with Waisman Consulting, EAA-L will ensure properly certified and highly qualified special education support providers are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accommodations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. For students with severe disabilities, they may require a functional-life skills curriculum different from the general education curriculum. Goals and objectives will be based on this functional-life skills curriculum and related services will be provided accordingly. All related service

Describe future plan **KEY** = _____

We will continue to keep a pool of highly qualified support providers to ensure that as our program grows we can meet the needs of our Special Education students.

Placement in a Nonpublic Agency/School (NPA/NPS) or residential treatment facility (RTC):
Describe current plan **KEY** = _____

A non-public day school will be considered if a student requires a specialized setting that cannot be provided in/by the school. A non-public residential school, in or out of California, will be considered if a student requires a setting in which the student resides at the residential facility and receives SAI at, near, or through the residential facility.

After other placements have been attempted, an IEP team may determine that particular students with special needs require a non-public school setting. Placement is made only after sufficient documentation that accommodations and

Describe future plan **KEY** = _____

EAA-L will strive to meet the needs of every learner including students with more significant levels of need. We will continue to foster new relationships with high quality non public agencies, non-public schools and residential treatment facilities who may partner with us to provide FAPE for EAA-L students.

Transportation: (for students with special needs in order to access special education services)
Describe current plan **KEY** = _____

At EEA-L we understand the importance of supporting the student's ability to attend Special Education services. The IEP team can determine if mileage reimbursement is necessary, bus transportation is required and/or other transportation avenues are needed to ensure that a student is able to attend service meetings. At EAA-L we will initiate and hold an IEP to determine the level of support and transportation services needed to ensure that a child is able to attend any and all Special Education services.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = _____

Transportation (continued): *(for students with special needs in order to access special education services)*
Describe future plan

Due to the vast geographic area that we serve, we will continue to find partnerships accross Southern California to support in transporting our students to Special Education Services.

KEY = _____

Participation in Statewide Assessments: *Describe current plan*

EAA-L students participate in all statewide assessments with a projected goal of meeting the 95% participation requirement. We currently have a team of directors with more than 30 years of experience in education who bring a varied and diverse perspective as former teachers, SST coordinators, leadership team members, alternative education teachers, assessment coordinators, accountability coordinators, lead site coordinators, WASC coordinators, and more. They will oversee all aspects of testing, including the CAASPP, ELPAC, and local assessments (iReady).

Students will prepare for state testing by taking the iReady (or another pre-deterimend local assessment) pre and post local assessment, typing software, and will be given opportunities to complete practice work, such as the Ready individualized online curriculum and the CAASPP online practice and training tests .

KEY = _____

Describe future plan

Teachers and administrators will continue to attend professional development on each of these assessments in order to become a proctor and support students in completing them. In order to be prepared to administer the CAA, the proctor will complete the following trainings provided by the CDE:

- CAA Pretest Administration Webcast
- CAA Test Examiner Tutorial
- Test Examiner Tutorial

D. COMPLIANCE/CAPACITY: Please explain the Charter LEA's experience with the following within the last five (5) years:

Due Process: *(list any specific cases and the outcomes; describe what steps and/or actions (if any) were needed and implemented by the charter to ensure compliance)*

New Charter, No Complaints - We will conduct annual SESR review, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

California Department of Education (CDE) Complaints: *(list how many, type(s), what issues (if any), and corrective actions)*

New Charter, No Complaints - We will conduct annual SESR review, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

Office of Civil Rights (OCR) Complaints: *(list how many, type(s), what issues (if any), and outcomes of any investigations; describe what steps and/or actions were need and implemented by the charter to ensure compliance)*

New Charter, No Complaints - We will conduct annual SESR review, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

Special Education Self Review (SESR) Compliance: *(describe experience with SESR and what issues (if any), and corrective actions required as a result)*

N/A Although our team has experienced the SESR process for other organizations that we have worked for.

Is the Charter LEA facility ADA compliant and/or the plan you have adopted to move toward compliance?

Yes, all facilities that we lease are ADA to compliant to ensure we are able to meet for any IEPs and/or Due Process Hearing

Suspension and Expulsion: *(describe the process for suspension and/or expulsion as they relate to students with disabilities served in your school)*

Within our school, we will emphasize and implement positive behavior supports in order to foster a proactive approach to prevention, rather than a reactive approach. In general, we incorporate multiple layers of support/resources such as school counselors, school psychologists and behavior specialists at all grade levels and programs such AVID (Advancement Via Individual Determination) at the secondary level. We are also open to reaching out to resources outside of the school in order to assist students and families with wrap-around services to further support areas of need.

Guidelines that we will follow include, but are not limited to:

- Maintain a safe and healthy environment conducive to learning
- Teach the appropriate discipline procedures to all students
- Use the IEP to ensure effective behavior management

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

List percentage of students enrolled in special education: (or estimated percentage) Current 10% Future 10%

List the number and types of each disability served:

We are currently enrolling students and will gladly provide the SELPA this detailed information once it becomes available.

Who is the special education administrator for the Charter LEA? Describe his/her background and experience with special education:

Current

Here at EAA-L we have a strong foundational understanding of how charter schools operate and serve students with disabilities. Our Chief Academic Officer, Meghan Freeman, was a special education director for a small school district and a previous voting SELPA member. She will be the Special Education Department head. We also contract with Director

Future

We will continue to hire highly qualified administrators to support in the growth of our Special Education Department.

List the special education professional development provided for general and special education staff and parents for the past two years:

School Staff

All staff will attend a professional development conference during the summer (2018) which will include myriad of topics including best practices in special education, SST/Rtl implementation, and providing appropriate instruction to students with special needs. Presentations and mini-workshops will be led by the Waisman Consulting and the Chief Academic Officer. In addition, professional development conferences will be held throughout the year for all staff, which will include follow-up presentations and mini-workshops on various special education and SST/Rtl topics led by Waisman Consulting.

Parents

EAA-L intends to have a Parent Advisory Committee and will select a parent to serve on the SELPA Community Advisory Committee(CAC) for special education. When CAC meetings are held, and will provide space in the administrative offices for the parents to participate via the webinar or other technical means. Notification of such meetings will be provided to parents of students with disabilities. All parents of students with disabilities will be provided with the phone

E. SPECIAL EDUCATION BUDGET: Indicate your response(s) in the spaces provided below.

	Current Year Budget	Future Year Budget
Certificated Salaries	\$60,000 <i>FTE:</i> 1.0	\$61,500 <i>FTE:</i> 1.0
Classified Salaries	\$25,000 <i>FTE:</i> .5	\$26,000 <i>FTE:</i> .5
Employee Benefits	\$21,250	\$21,875
Instructional Supplies	\$15,000	\$16,000
Services & Other Operating Expenses	\$127,200	\$143,820
Capital Outlay	\$	\$
TOTAL BUDGET	\$248,450	\$269,195

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Does the Charter LEA provide its own internal accounting services? If "YES" please provide the contact name of the business manager and telephone number. If "NO" please provide the entity the Charter LEA contracts with for accounting services and a contact name and telephone number: Yes No

Business Manager Name: Dr. Steve Budhraj Contact Phone: 866-354-8302 ex 706

Accounting Services Entity: N/A

Contact Person: Dr. Steve Budhraj Contact Phone: 866-354-8302 ex 706

Does the Charter LEA use the SACS account code structure for accounting? Yes No

How does the Charter LEA report mandated data to the California Department of Education (CDE)? (i.e., pupil count, annual service/budget plans, personnel data reports, desired result developmental profile (DRDP) if applicable, California Longitudinal Pupil Achievement Data Systems (CALPADS), federal grant expenditures, and maintenance of effort (MOE))

EAA-L utilizes CALPADS data and pupil counts in order to identify students with disabilities. We plan on maintaining full collaboration between the Educational Services department and the Business department in order to accurately identify Special Education students including their specific needs and use that information to expend Special Education funds (AB 602, IDEA, Mental Health funding etc). We believe that this approach work best to ensure that all Special Education students are served and we are using the appropriate funding mechanism to allocate revenues for those students.

We realize that the State and Federal government do not fully fund LEAs for Special Education services and have therefore set aside additional monies for personnel costs, supplies & services as noted in our budget including costs for Special Education encroachment. Our breakdown of Special Education expenditures exceeds our projected revenues and is also detailed on page 12 of this application.

SECTION V: ACKNOWLEDGEMENT

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP INTO THE DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA (SELPA), THE APPLICANT HEREIN AGREES AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT FOR PARTICIPATION INCLUDED IN THE ASSURANCE STATEMENT. UPON ACCEPTANCE INTO THE DESERT/MOUNTAIN CHARTER SELPA, APPROVED APPLICANTS ARE REQUIRED TO SUBMIT A SIGNED AGREEMENT FOR PARTICIPATION WITH THE DESERT/MOUNTAIN CHARTER SELPA AS A CONDITION OF ACCEPTANCE.

Applicant Signature:  Date: 5/15/2018

CHARTER SELPA GROWTH CONSIDERATIONS

The Desert/Mountain Charter SELPA expansion is managed through a series of considerations established by the Charter SELPA Executive Council (February, 2014).

Charter LEAs interested in applying for LEA membership to the Desert/Mountain Charter SELPA must follow Education Code requirements when submitting applications for review to the Charter SELPA Review Committee. Each application shall be reviewed and rated by the Charter SELPA Review Committee based on specific criteria that will include legal requirements and key indicators that would ensure that the Charter LEA is capable of implementing the legal requirements within the Local Plan and capable of providing a quality educational program for all children.

CONSIDERATIONS: *(Please select all that applies to your Charter LEA)*

- Expansions of existing Charter SELPA members (Joint Powers Agreement (JPA), Charter Management Organization (CMO), non-profits with two or more charters, or affiliated with a current Charter SELPA member developer)
- State Board of Education (SBE) approved charters
- New start-up charters affiliated with a CMO/JPA/other non-profit with two or more charters, or affiliated with a current Charter SELPA member developer. Such support would indicate a structure sufficient to ensure success.
- Charter currently operating as an LEA for special education, structure sufficient to ensure success.
- Charters affiliated with a current Charter SELPA member, but not within a CMO/JPA/other non-profit with two or more charter structure.
- Charters whose authorization and/or continued authorization as a charter school is dependent upon seeking an outside SELPA approval.
- Charters with two or more successful years of operation, but new to the Charter SELPA.
- New start-up charters not affiliated with a CMO/JPA/other non-profit with two or more charters.

None of the considerations above precludes the Desert/Mountain Charter SELPA from performing the required due diligence for program and fiscal accountability that is a part of the review and selection process.

Various circumstances may arise that require the Charter SELPA Review Committee to revisit any growth limitation and they may consider additional charters.



Checklist for Application Materials Membership to Desert/Mountain Charter SELPA

- Copy of recent approved charter petition
- Fiscal data:
 - Copy of audit reports for last two fiscal years
 - Copy of current Charter Management Organization (CMO) audit reports for last two years *(only applicable if Charter Local Educational Agency (LEA) is part of a CMO)*
 - First Interim Financial Report including Cash Flow and Multi-Year Project (MYP) *(please provide narrative describing budget assumptions used in MYP)*
 - P-1 Certified Attendance
- Copy of School Accountability Report Card (SARC), if applicable
- List of credentials for all general and special education certificated staff *(name, position, credential number, if highly qualified)*
- List of non-credentialed staff providing instruction in non-core classes *(such as consultants or specialists)*
- Signed copy of federal assurances and SELPA additional assurance statement
- Proof of liability insurance
- Copy of Notice of Withdrawal from existing SELPA, if applicable
- School calendar *(for application year)*
- Sample Charter LEA Individualized Education Program (IEP) forms, if applicable
- List of any existing nonpublic school/nonpublic agency (NPS/NPA) contracts
- Completed Desert/Mountain Charter SELPA application packet

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Please note that all form fields are required. Indicate not applicable as appropriate. Additional and/or supplemental information in support of your response(s) to any and/or all of the requested information may be attached to your application.

APPLICATION DATE: May 15, 2018 FOR SCHOOL YEAR: 2018/2019

SECTION I: APPLICANT INFORMATION

Charter LEA Name: Elite Academic Academy Charter - AWWI CDS No.: TBD Year Established: 2018
Street Address: 2060-D Avenida De Los Arboles #504 City: Thousand Oaks State: CA Zip Code: 91362
Mailing Address: 2060-D Avenida De Los Arboles # 504 City: Thousand Oaks State: CA Zip Code: 91362
Office Phone: 866-354-8302 Ext 703 Office Fax: N/A
Charter LEA Website Address: www.Eliteacademic.com
Charter LEA CEO: Dr. Brent Woodard Position/Title: CEO
E-mail Address: bwoodard@eliteacademic.com Contact Phone: 866-354-8302 Ext 707
Director Special Education Services: Ms. Meghan Freeman M.Ed. Position/Title: CAO
E-mail Address: mfreeman@eliteacademic.com Contact Phone: 866-354-8302 Ex 703
Business/Fiscal Director: Dr. Steve Budhreja Position/Title: CFO
E-mail Address: sbudhreja@eliteacademic.com Contact Phone: 866-354-8302 Ext 706

SECTION II: BACKGROUND INFORMATION

Authorizing District/County/SBE: Lucerne Valley Unified School District Contact Phone: 760-248-6108
Geographical SELPA: Desert/Mountain SELPA Contact Phone: 760-552-6700 Administrator Name: Mr. Peter Livingsoton
Mailing Address: 8560 Aliento Road City: Lucerne Valley State: CA Zip Code: 92356
New Charter: Yes No Classroom-based Non-Classroom-based: (Indicate current approved funding rate: TBD %)
Grades of Instruction: 9-12 Estimated First Day of Instruction: 07/02/18
Date Notice of Withdrawal to Current SELPA and CDE: N/A
Current Year Special Education Unduplicated Pupil Count December June: (CASEMIS) N/A
Prior Year Special Education Unduplicated Pupil Count December June: (CASEMIS) N/A
Current Year P-2 ADA: N/A Prior Year P-2 ADA: N/A
Projected P-2 ADA: (Year of Application) 200 Projected Special Education Enrollment: (Year of Application) 20

SECTION III: CHARTER MANAGEMENT ORGANIZATION (IF APPLICABLE)

Name of Charter Management Organization (CMO): N/A
Mailing Address: N/A City: N/A State: N/A Zip Code: N/A
Administrator Name: N/A Contact Phone: N/A
E-mail Address: N/A

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

SECTION IV: ADDITIONAL INFORMATION REQUIRED

- A. **REASON FOR APPLICATION:** Describe the Charter LEA's rationale and/or reason(s) for applying for membership to the Desert/Mountain Charter SELPA. State reasons for leaving current SELPA.

The founding board of Elite Academic Academy-AWFI (EAA-WFI), as well as the administration, decided as a team that it would be best to partner with a SELPA that understands charter schools. When discussing SELPA choices with our authorizer, Lucerne Valley Unified School District, the superintendent Mr. Peter Livingston, was very pleased with this choice, as he felt that Desert/Mountain Charter SELPA would be a great partnership for our school.

Partnering with Desert/Mountain Charter SELPA will allow mutual collaboration, resource sharing, and leadership to keep us informed of current law, ensure communication to our charter leaders in all areas of special education (especially compliance, business operations, and parent relationships), and support us in providing high quality professional development for our special education staff. We also look for up-to-date local resources in our large independent study enrollment area and working with a SELPA who has many charters similar to ours will afford us the opportunity to learn and collaborate on challenging or "sticky" Special Education cases. Working with the Desert/Mountain Charter SELPA would protect and optimize our unique independent study program for our students and support us in providing solutions to challenging situations in the area of special education.

Here at EAA-WFI we have a strong foundational understanding of how charter schools operate and serve students with disabilities. Our Chief Academic Officer, Meghan Freeman, was a special education director for a small school district and a previous voting SELPA member. She will be the Special Education Department head. We also contract with Director Susana Waisman, from Waisman Consulting, who has over 30 years of traditional and independent study Special Education experience. We will hire well-trained, classified SEIS and scheduling personnel to ensure compliance and provide outstanding customer service to our Special Education families. We intend to be a strong partner that is up-to-date and current with all laws and hope to be a leader in the organization that Desert/Mountain Charter SELPA can trust to provide support to new and upcoming charters with leaders that have little to no educational experience, let alone Special Education experience.

Have you applied for LEA membership to another SELPA and been denied? If "YES" please list and state reason(s) for denial.

No Yes SELPA: El Dorado SELPA Application Date: 4/2018
 No Yes SELPA: _____ Application Date: _____

We made it to the second level of the process, however, the denial letter did not specify why we were denied. We have scheduled a follow-up call to review our application.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

B. LEGAL OBLIGATIONS: Using the KEY below, select the answer that best describes the Charter LEA's current status in terms of special education program m as a member LEA to the Charter SELPA in each of the following areas. Provide a brief description and/or explanation in support of your response(s).

KEY	1 = COMPLIANT	2 = IN DEVELOPMENT PHASE	3 = NEED ASSISTANCE
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A special education program requires that you implement appropriate child find activities, provide general education program mainstreaming and inclusion opportunities, refer students for assessments and develop Individual Education Programs (IEPs) for identified students. Describe your procedures for each of the areas listed below.

KEY = _____

Child Find: *Describe current plan*

All new Adult students enrolled in EAA-WFI will be informed that special education and related services are available at no cost to the student. EAA-WFI will continue establish a process that brings together the student and school personnel to address any problems that interfere with a student's success at the school.

In order to receive special education and related services at EAA-WFI a student must be:

- Between the ages of 18-21 and identified prior to his/her 18th birthday. Students who turn 22 during the school year will receive special education services through the remainder of the school year
- Willing to return to school and earn a high school diploma
- Willing to create short and long-term goals for graduation and transition plans to college, trade school, Career Technical Education (CTE) and/or employment
- Otherwise be eligible to be enrolled in EAA-WFI

KEY = _____

Describe future plan

EAA-WFI will continue establish and refine the assessment process that brings together the student and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, a Student Study Team, referral, assessment, and IEP review.

KEY = _____

General Education Program Mainstreaming and Inclusion Opportunities:

Describe current plan

EAA-WFI will comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. EAA-WFI will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through EAA-WFI's extended day and year. Each student's IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs, and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

EAA-WFI examples of mainstreaming in the independent study environment include but are not limited to the following:

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KEY = _____

General Education Program Mainstreaming and Inclusion Opportunities (continued):

Describe future plan

EAA-WFI will continue to comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. EAA-WFI will mainstream all of its students as much as is appropriate according to each individual IEP.

KEY = _____

Referral Process/Procedures: *Describe current plan*

In order to receive special education and related services at EAA-WFI a student must be:

- Between the ages of 18-21 and identified prior to his/her 18th birthday. Students who turn 22 during the school year will receive special education services through the remainder of the school year
- Willing to return to school and earn a high school diploma
- Willing to create short and long-term goals for graduation and transition plans to college, trade school, Career Technical Education (CTE) and/or employment
- Otherwise be eligible to be enrolled in EAA-WFI

KEY = _____

Describe future plan

We will continue to offer Special Education students to the adults that enroll in our program that were designated prior to their 18th birthday.

KEY = _____

Assessment/Reassessment: *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*

Describe current plan

A special education assessment/re-assessment will gather information about the student to determine whether the student continues to qualify under one or more areas of disability, and if eligible, the nature and extent of special education services that the student may need. Assessments may include, but are not limited to, a records review, interviews with the student, parents/guardians and school personnel who work with the student, observations of the student within a learning environment, and individual testing using updated, reliable and valid tests in any areas of suspected disability, including the following, but not limited to: Academic development (Elite Educator), intellectual development (school psychologist), speech and language development (speech and language pathologist), motor development (occupational therapist and/or school psychologist), adaptive/behavior development (adaptive physical education specialist and/or school

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Assessment/Reassessment (continued): (include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)

Describe future plan

EAA-WFI will continue to review and refine our assessment process to ensure compliance with IDIEA. Through professional development opportunities, we will work to ensure that employees are highly qualified, professional, write defensible IEPs and work collaboratively to ensure our EAA-WFI's students are working to make academic progress in all designated areas.

KEY = _____

Development of an Appropriate IEP: (provide a copy of your current form)

Describe current plan

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for Special Education Services. EAA-WFI, in collaboration with the SELPA, will ensure that all aspects of the IEP and school site implementation are maintained. EAA-WFI will provide modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Describe future plan

As we work to refine our practices each year, we will analyze our IEP's in a mini SESR process. We will randomly audit IEPs for compliance using the rigorous state rubric. We will look for trends and areas of weakness and work with our providers, teachers and administrators to improve upon them. Also, annually, students will be given a Special Education Survey. Results will be shared with the team and used to drive positive change within the organization.

We will continue to stay current with the changing SPED laws to ensure present and future compliance. We will provide professional development to increase our usage of technology and ensure our staff have the tools, knowledge and support

KEY = _____

KEY = _____

- C. **PROVISION OF SERVICES:** Using the KEY below, select the answer that best describes the Charter LEA's current status and future plan in terms of special education program mandates in each of the following items. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = PROVIDING SERVICES 2 = CONTRACTING FOR SERVICES 3 = NEED ASSISTANCE

Implementation of IEP including extended school year: *Describe current plan*

Upon student signature, all components of the IEP will be implemented with fidelity. ESY services will be provided to students in special education who require special education and related services in excess of the regular academic year. ESY is intended to serve students who would require an excessive amount of time to re-learn the information that they had prior to an extended vacation period time or to continue to make progress on a newly learned critical life skill. It is not intended to be a time for new material to be taught or for new learning to occur.

Providing extended school year (ESY) services to a student is an IEP team decision. The IEP team will consider if the benefits

KEY = _____

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Implementation of IEP including extended school year (continued):

KEY = _____

Describe future plan

Upon student signature, all components of the IEP will be implemented with fidelity. We also will continue to hold IEP meetings and ensure ESY services are discussed. EAA-WFI will focus on providing FAPE and ensure students attend ESY if the IEP team determines it will be of educational benefit for them to do so.

Inclusion in General Education Program: (e.g., supported full time placement in general education classes for students with severe disabilities) *Describe current plan*

KEY = _____

EAA-WFI will strive to meet the needs of every learner including students with more significant levels of need. These students might have disabilities ranging from severe physical limitations, emotional disturbances or extreme developmental delays. If any student does not show adequate progress and/or there are areas of concern, the IEP team will convene to discuss and review the student's IEP in order to determine the appropriate adjustments and/or assessments required to meet the student's needs. For example, in the case of severe social-emotional and/or behavioral disabilities, assessments such as a FBA (Functional Behavior Assessment) in order to develop a BIP (Behavior Intervention Plan) and an ERMHS (Educationally Related Mental Health Services) would be conducted to ensure that student's needs are being met in all areas of

KEY = _____

Describe future plan

EAA-WFI will strive to meet the needs of every learner including students with more significant levels of need. We will continue to foster new relationships with high quality public school and non-public schools who may partner with us to provide FAPE for EAA-WFI students with severe disabilities.

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring less than 50% SAI) *Describe current plan*

KEY = _____

SAI will be determined for all students, regardless of the level of need, by the IEP team and will be derived from data collection, assessment information, and goals/objectives developed in the student's area(s) of need. To ensure that students who receive special education services have appropriate access to the general curriculum, the IEP team may determine supports necessary for the students to make adequate progress including adapting the content, approach or delivery of instruction. Services may be provided to students in any regular education setting that is provided by EAA-WFI and deemed most appropriate for the student. Based on each student's specific needs, the IEP team may determine specific subjects/curriculum, duration and location for general education mainstreaming as well as determine services the

KEY = _____

Describe future plan

We will continue to hire high quality appropriately credentialed staff to ensure we meet the need of our growing school. We will continue to form partnerships with local libraries to provide Special Education services to students who like to meet in a public location closer to their homes.

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KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring **greater** than 50% SAI) Describe current plan

As an independent study school, a student needing significant SAI support, may need to be placed in a alternative setting in order to achieve FAPE. At the IEP team meeting, the team will discuss the LRE and an appropriate placement will be determined based on the data presented to the team. As a charter, we are fully prepared to partner with local public school districts that offer more intensive SAI support than our independent study model for students that require it. We also clearly understand the fiscal implications of doing so and, if necessary, we are fully competent in securing positive partnerships. We also have experience with local Non-Public Schools if that is deemed necessary for a student.

KEY = _____

Describe future plan

Under the leadership of the Chief Academic Officer and Waisman Consulting, EAA-WFI will ensure properly credentialed and highly qualified SAI instructors are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accommodations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. We will continue to foster positive relationships with local school districts, and adult schools and non-public schools to secure opportunites for studnets who attend EAA-WFI.

KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with severe physical, medical, emotional disturbance, and/or significant developmental delays requiring intensive services greater than 50% SAI) Describe current plan

For students with severe disabilities, SAI may require a functional-life skills curriculum different from the general education curriculum. Goals and objectives will be based on this functional-life skills curriculum. With this type of curriculum, alternate/modified standardized/state assessments will be implemented as needed. Placement in a more intensive/restrictive program shall not limit or restrict the consideration of other options, including services provided in a vocational education program or any combination of programs and placements as may be required to provide the services specified in a student's IEP.

The following standards for more intensive/restrictive programs and/or placements shall be met:

KEY = _____

Describe future plan

Under the leadership of the Chief Academic Officer and Waisman Consulting, EAA-WFI will ensure properly credentialed and highly qualified SAI instructors are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accommodations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. We will continue to foster positive relationships with local school districts, and adult schools and non-public schools to secure opportunites for studnets who attend EAA-WFI.

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Related Services: (e.g., speech and language therapy, adaptive physical education, occupational/physical therapy, counseling, sign language interpreting, etc.) Describe current plan **KEY** = _____

Under the leadership of the Chief Academic Officer and in collaboratin with Waisman Consulting, EAA-WFI will ensure properly certificated and highly qualified special education support providers are hired to implement our students' IEPs at all levels of need. All IEPs will incorporate accomondations, modifications, goals and services directly related to the school curriculum in all academic areas that are aligned to state common core standards. For students will severe disabilities, they may required a fuctional-life skills curriculum different from the general education curriculum. Goals and objectives will be based on this functional-life skills curriculum and related services will be provided accordingly. All related services

Describe future plan **KEY** = _____

We will continue to keep a pool of highly qualified support providers to ensure that as our program grows we can meet the needs of our Special Education students.

Placement in a Nonpublic Agency/School (NPA/NPS) or residential treatment facility (RTC): **KEY** = _____

Describe current plan

A non-public day school will be considered if a student requires a specialized setting that cannot be provided in/by the school. A non-public residential school, in or out of California, will be considered if a student requires a setting in which the student resides at the residential facility and receives SAI at, near, or through the residential facility.

After other placements have been attempted, an IEP team may determine that particular students with special needs require a non-public school setting. Placement is made only after sufficient documentation that accommodations and modifications, alternative strategies and interventions have occurred at the school or within a less restrictive special

Describe future plan **KEY** = _____

EAA-WFI will strive to meet the needs of every learner including students with more significant levels of need. We will continue to foster new relationships with high quality no public agencies, non-public schools and residential treatment facilities who may partner with us to provide FAPE for EAA-WFI students with severe disabilities.

Transportation: (for students with special needs in order to access special education services) **KEY** = _____

Describe current plan

At EEA-WFI we understand the importance of supporting the student's ability to attend Special Education services. The IEP team can determine if mileage reimbursement is necessary, bus transportation is required and/or other transporation avenues are needed to ensure that a student is able to attend service meetings. At EAA-WFI we will initiate and hold an IEP to determine the level of support and transportation services needed to ensure that a child is able to attend any and all Special Education services.

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KEY = _____

Transportation (continued): *(for students with special needs in order to access special education services)*
Describe future plan

Due to the vast geographic area that we serve, we will continue to find partnerships across Southern California to support in transporting our students to Special Education Services.

KEY = _____

Participation in Statewide Assessments: *Describe current plan*

EAA-WFI students participate in all statewide assessments with a projected goal of meeting the 95% participation requirement. We currently have a team of directors with more than 30 years of experience in education who bring a varied and diverse perspective as former teachers, SST coordinators, leadership team members, alternative education teachers, assessment coordinators, STAR accountability coordinators, lead site coordinators, WASC coordinators, and assessment directors. They will oversee all aspects of testing, including the CAASPP, ELPAC, and local assessments (iReady).

Students will prepare for state testing by taking the iReady pre and post local assessment, will be provided with typing software, and will be given opportunities to complete practice work, such as the iReady individualized online curriculum and the online practice and training tests for the CAASPP.

KEY = _____

Describe future plan

Teachers and administrators will continue to attend professional development on each of these assessments in order to become a proctor and support students in completing them. In order to be prepared to administer the CAA, the proctor will complete the following trainings provided by the CDE:

- CAA Pretest Administration Webcast
- CAA Test Examiner Tutorial
- Test Examiner Tutorial

D. COMPLIANCE/CAPACITY: Please explain the Charter LEA's experience with the following within the last five (5) years:

Due Process: *(list any specific cases and the outcomes; describe what steps and/or actions (if any) were needed and implemented by the charter to ensure compliance)*

New Charter, No Complaints - We will conduct annual SESR review, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

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California Department of Education (CDE) Complaints: *(list how many, type(s), what issues (if any), and corrective actions)*

New Charter, No Complaints - We will conduct mini SESR reviews, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

Office of Civil Rights (OCR) Complaints: *(list how many, type(s), what issues (if any), and outcomes of any investigations; describe what steps and/or actions were need and implemented by the charter to ensure compliance)*

New Charter, No Complaints - We will conduct mini SESR reviews, randomly audit IEPs for compliance according to state standards, look for trends, and work collaboratively with our providers, teachers and administrators to improve upon our areas of weakness. In addition, parents/guardians and students will be given special education surveys and use the results to share with the school team and drive positive change within the organization.

Special Education Self Review (SESR) Compliance: *(describe experience with SESR and what issues (if any), and corrective actions required as a result)*

N/A Although our team has experienced the SESR process for other organizations that we have worked for.

Is the Charter LEA facility ADA compliant and/or the plan you have adopted to move toward compliance?

Yes, all facilities that we lease are ADA to compliant to ensure we are able to meet for any IEPs and/or Due Process Hearing

Suspension and Expulsion: *(describe the process for suspension and/or expulsion as they relate to students with disabilities served in your school)*

Within our school, we will emphasize and implement positive behavior supports in order to foster a proactive approach to prevention, rather than a reactive approach. In general, we incorporate multiple layers of support/resources such as school counselors, school psychologists and behavior specialists at all grade levels and programs such AVID (Advancement Via Individual Determination) at the secondary level. We are also open to reaching out to resources outside of the school in order to assist students and families with wrap-around services to further support areas of need.

Guidelines that we will follow include, but are not limited to:

- Maintain a safe and healthy environment conducive to learning
- Teach the appropriate discipline procedures to all students
- Use the IEP to ensure effective behavior management

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

List percentage of students enrolled in special education: (or estimated percentage) Current 10% Future 10%

List the number and types of each disability served:

We are currently enrolling students and will gladly provide the SELPA this detailed information once it becomes available.

Who is the special education administrator for the Charter LEA? Describe his/her background and experience with special education:

Current

Here at EAA-WFI we have a strong foundational understanding of how charter schools operate and serve students with disabilities. Our Chief Academic Officer, Meghan Freeman, was a special education director for a small school district and a previous voting SELPA member. She will be the Special Education Department head. We also contract with Director

Future

We will continue to hire highly qualified administrators to support in the growth of our Special Education Department.

List the special education professional development provided for general and special education staff and parents for the past two years:

School Staff

All staff will attend a professional development conference during the summer (2018) which will include myriad of topics including best practices in special education, SST/RtI implementation, and providing appropriate instruction to students with special needs. Presentations and mini-workshops will be led by the Waisman Consulting and the Chief Academic Officer. In addition, professional development conferences will be held throughout the year for all staff, which will include follow-up presentations and mini-workshops on various special education and SST/RtI topics led by Waisman Consulting.

Parents

Due to the fact that our students are adults, we work to ensure they are engaged an a part of the educational process. EAA-WFI will intentionally to develop a positive and supportive school culture. This culture developed through specific relationship-building activities and deep-rooted school norms nurture the strengths of uniqueness and diversity. EAA-WFI intends to have a Student Advisory Committee and will select a parent to serve on the SELPA Community

E. SPECIAL EDUCATION BUDGET: Indicate your response(s) in the spaces provided below.

	Current Year Budget		Future Year Budget	
Certificated Salaries	\$60,000	FTE: 1	\$61,500	FTE: 1
Classified Salaries	\$25,000	FTE: .5	\$26,000	FTE: .5
Employee Benefits	\$21,250		\$21,875	
Instructional Supplies	\$15,000		\$16,000	
Services & Other Operating Expenses	\$127,200		\$143820	
Capital Outlay	\$		\$	
TOTAL BUDGET	\$248,450		\$269,195	

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Does the Charter LEA provide its own internal accounting services? If "YES" please provide the contact name of the business manager and telephone number. If "NO" please provide the entity the Charter LEA contracts with for accounting services and a contact name and telephone number: Yes No

Business Manager Name: Steve Budhraj Contact Phone: 866-354-8302 ext 706

Accounting Services Entity: N/A

Contact Person: Steve Budhraj Contact Phone: 866-354-8302 ext 706

Does the Charter LEA use the SACS account code structure for accounting? Yes No

How does the Charter LEA report mandated data to the California Department of Education (CDE)? (i.e., pupil count, annual service/budget plans, personnel data reports, desired result developmental profile (DRDP) if applicable, California Longitudinal Pupil Achievement Data Systems (CALPADS), federal grant expenditures, and maintenance of effort (MOE))

EAA-WFI utilizes Cal Pads Data and pupil counts in order to identify students with disabilities. We plan on maintaining full collaboration between the Educational Services department and the Business department in order to accurately identify Special Education students including their specific needs and use that information to expend Special Education funds (AB 602, IDEA, Mental Health funding etc). We believe that this approach work best to ensure that all Special Education students are served and we are using the appropriate funding mechanism to allocate revenues for those students.

We realize that the State and Federal government do not fully fund LEAs for Special Education services and have therefore set aside additional monies for personnel costs, supplies & services as noted in our budget including costs for Special Education encroachment. Our breakdown of Special Education expenditures exceeds our projected revenues and is also detailed on page 12 of this application.

SECTION V: ACKNOWLEDGEMENT

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP INTO THE DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA (SELPA), THE APPLICANT HEREIN AGREES AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT FOR PARTICIPATION INCLUDED IN THE ASSURANCE STATEMENT. UPON ACCEPTANCE INTO THE DESERT/MOUNTAIN CHARTER SELPA, APPROVED APPLICANTS ARE REQUIRED TO SUBMIT A SIGNED AGREEMENT FOR PARTICIPATION WITH THE DESERT/MOUNTAIN CHARTER SELPA AS A CONDITION OF ACCEPTANCE

Applicant Signature:  Date: 5/15/2018

CHARTER SELPA GROWTH CONSIDERATIONS

The Desert/Mountain Charter SELPA expansion is managed through a series of considerations established by the Charter SELPA Executive Council (February, 2014).

Charter LEAs interested in applying for LEA membership to the Desert/Mountain Charter SELPA must follow Education Code requirements when submitting applications for review to the Charter SELPA Review Committee. Each application shall be reviewed and rated by the Charter SELPA Review Committee based on specific criteria that will include legal requirements and key indicators that would ensure that the Charter LEA is capable of implementing the legal requirements within the Local Plan and capable of providing a quality educational program for all children.

CONSIDERATIONS: *(Please select all that applies to your Charter LEA)*

- Expansions of existing Charter SELPA members (Joint Powers Agreement (JPA), Charter Management Organization (CMO), non-profits with two or more charters, or affiliated with a current Charter SELPA member developer)
- State Board of Education (SBE) approved charters
- New start-up charters affiliated with a CMO/JPA/other non-profit with two or more charters, or affiliated with a current Charter SELPA member developer. Such support would indicate a structure sufficient to ensure success.
- Charter currently operating as an LEA for special education, structure sufficient to ensure success.
- Charters affiliated with a current Charter SELPA member, but not within a CMO/JPA/other non-profit with two or more charter structure.
- Charters whose authorization and/or continued authorization as a charter school is dependent upon seeking an outside SELPA approval.
- Charters with two or more successful years of operation, but new to the Charter SELPA.
- New start-up charters not affiliated with a CMO/JPA/other non-profit with two or more charters.

None of the considerations above precludes the Desert/Mountain Charter SELPA from performing the required due diligence for program and fiscal accountability that is a part of the review and selection process.

Various circumstances may arise that require the Charter SELPA Review Committee to revisit any growth limitation and they may consider additional charters.



Checklist for Application Materials Membership to Desert/Mountain Charter SELPA

- Copy of recent approved charter petition
- Fiscal data:
 - Copy of audit reports for last two fiscal years
 - Copy of current Charter Management Organization (CMO) audit reports for last two years *(only applicable if Charter Local Educational Agency (LEA) is part of a CMO)*
 - First Interim Financial Report including Cash Flow and Multi-Year Project (MYP) *(please provide narrative describing budget assumptions used in MYP)*
 - P-1 Certified Attendance
- Copy of School Accountability Report Card (SARC), if applicable
- List of credentials for all general and special education certificated staff *(name, position, credential number, if highly qualified)*
- List of non-credentialed staff providing instruction in non-core classes *(such as consultants or specialists)*
- Signed copy of federal assurances and SELPA additional assurance statement
- Proof of liability insurance
- Copy of Notice of Withdrawal from existing SELPA, if applicable
- School calendar *(for application year)*
- Sample Charter LEA Individualized Education Program (IEP) forms, if applicable
- List of any existing nonpublic school/nonpublic agency (NPS/NPA) contracts
- Completed Desert/Mountain Charter SELPA application packet

**Application for Membership to
Desert/Mountain Charter Special Education Local Plan Area**

Please note that all form fields are required. Indicate not applicable as appropriate. Additional and/or supplemental information in support of your response(s) to any and/or all of the requested information may be attached to your application.

APPLICATION DATE: January 25, 2017 FOR SCHOOL YEAR: 2017-18

SECTION I: APPLICANT INFORMATION

Charter LEA Name: California STEAM San Bernardino CDS No.: 36678920134247 Year Established: 2016
Street Address: 3300 Irvine Ave. #330 City: New Port Beach State: CA Zip Code: 92660
Mailing Address: 3300 Irvine Ave. #330 City: New Port Beach State: CA Zip Code: 92660
Office Phone: 949-476-7737 Office Fax: _____
Charter LEA Website Address: www.californiaprep.org
Charter LEA CEO: Eli Johnson Position/Title: CEO
E-mail Address: eli.johnson@californiaprep.org Contact Phone: 310-527-1741
Director Special Education Services: Crystal Lewis Position/Title: Director
E-mail Address: crystal.lewis@californiaprep.org Contact Phone: 559-759-9054
Business/Fiscal Director: Robert Williams Position/Title: CPA
E-mail Address: rwcpa@williams CPA.com Contact Phone: 949-476-7737

SECTION II: BACKGROUND INFORMATION

Authorizing District/County/SBE: Trona Unified School District Contact Phone: 760-372-2861
Geographical SELPA: Desert Mt. SELPA Contact Phone: 760-372-2861 Administrator Name: Keith Tomes
Mailing Address: 83600 Trona Road City: Trona State: CA Zip Code: 93562
New Charter: Yes No Classroom-based Non-Classroom-based: (Indicate current approved funding rate: 100 %)
Grades of Instruction: TK-12 Estimated First Day of Instruction: July 1, 2016
Date Notice of Withdrawal to Current SELPA and CDE: October 15, 2016
Current Year Special Education Unduplicated Pupil Count December June: (CASEMIS) 25
Prior Year Special Education Unduplicated Pupil Count December June: (CASEMIS) 25
Current Year P-2 ADA: 30 Prior Year P-2 ADA: 30
Projected P-2 ADA: (Year of Application) 35 Projected Special Education Enrollment: (Year of Application) 40

SECTION III: CHARTER MANAGEMENT ORGANIZATION (IF APPLICABLE)

Name of Charter Management Organization (CMO): California Prep Academies
Mailing Address: 3300 Irvine Ave. #330 City: Newport Beach State: CA Zip Code: 92660
Administrator Name: Eli Johnson Contact Phone: 310-527-1741
E-mail Address: eli.johnson@californiaprep.org

**Application for Membership to
Desert/Mountain Charter Special Education Local Plan Area**

SECTION IV: ADDITIONAL INFORMATION REQUIRED

- A. **REASON FOR APPLICATION:** Describe the Charter LEA's rationale and/or reason(s) for applying for membership to the Desert/Mountain Charter SELPA. State reasons for leaving current SELPA.

California STEAM San Bernardino is committed to provide all of our students with flexible learning options. We are an independent study, online learning, and home school choice for students in the region. Our students benefit from the online learning experience that provides personalized learning that is tailored to individual student needs and allows them to thrive and learn at their own pace. We recognize that each student have individual differences and we believe their education should be individualized to the needs, strengths, and diversity of our students. So, it is our educational objective to provide advanced systems of learning with the flexibility of meeting individual students and family needs.

California STEAM San Bernardino has grown rapidly as many students are making the choice to embrace a personalized learning approach that has a high degree of individual flexibility for students. We have a terrific relationship with our authorizer in Trona School District and believe that our students are receiving excellent special education support and services. We believe that as an independent LEA, we will be able to be a part of the Desert Mountain Charter SELPA and better serve our special needs students and better control our special education budget, special education services, and personnel.

Our goal in working directly with the Desert Mountain Charter SELPA is to make sure that our students continue to be supported effectively and all IEP's are current and in compliance with IDEA.

We feel that Desert Mountain Charter SELPA and California STEAM San Bernardino both represent educational innovation with a student first approach. It has been a pleasure working with Desert Mountain SELPA thus far and we look forward to continuing a positive and professional relationship with the Charter SELPA as we serve the needs of students in San Bernardino County.

Have you applied for LEA membership to another SELPA and been denied? If "YES" please list and state reason(s) for denial.

No Yes SELPA: _____ Application Date: _____
 No Yes SELPA: _____ Application Date: _____

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

- B. **LEGAL OBLIGATIONS:** Using the KEY below, select the answer that best describes the Charter LEA's current status in terms of special education program m as a member LEA to the Charter SELPA in each of the following areas. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = COMPLIANT 2 = IN DEVELOPMENT PHASE 3 = NEED ASSISTANCE

A special education program requires that you implement appropriate child find activities, provide general education program mainstreaming and inclusion opportunities, refer students for assessments and develop Individual Education Programs (IEPs) for identified students. Describe your procedures for each of the areas listed below.

Child Find: *Describe current plan*

KEY = 1

California STEAM San Bernardino recognize that there are students who may benefit from additional academic or behavioral support. The school and special education department use Child Find to make sure students who would benefit from special education services receive these services by identifying, locating, and assessing all students with disabilities regardless of the severity of their disability. The school evaluates every student who we know or suspect may have a disability. With California STEAM San Bernardino personalized learning approach, interventions may be provided in the classroom, through individualized tutoring time, through online support, or at home with the support of teacher and parent.

Describe future plan

KEY = 1

California STEAM San Bernardino will continue to use Child Find services, our Response to Intervention (RTI) approach, the Student Study Team (SST) process, personalized surveys, assessments, and academic evaluations to track student learning progress and properly identify students for special education services. We are committed to supporting students proactively so that learning concerns are addressed and interventions are provided so individualized learning needs are met. Where students demonstrate they may benefit from special education services, an IEP is scheduled and the IEP team with special education director, school psychologist, special education administrator, classroom teacher, mentor teacher, parent/guardian, and special education teacher make a decision regarding special education qualifications and needs.

General Education Program Mainstreaming and Inclusion Opportunities:

Describe current plan

KEY = 1

California STEAM San Bernardino embraces an inclusion model. This inclusion model works to provide special education students with an educational experience that is mainstreamed in line with other students. Some modifications that teachers use to meet the needs of students identified with special needs include additional time on assignments, decreased level of difficulty in assigned work, alternative pacing for work completion, increased level of personalized support, etc. Some alternative assignments may also be provided and include alternative projects, alternative length of assignment, and increased resource support. Specialized academic instruction, speech and language services, and counseling services are just a few of the additional supports many of our special needs students receive to help them succeed in a mainstreamed educational experience.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = 1

General Education Program Mainstreaming and Inclusion Opportunities (continued):

Describe future plan

California STEAM San Bernardino will continue to follow an Inclusion approach that looks to provide students with as mainstreamed educational program that is similar to other independent study, online learning, or homeschool students. Accommodations and Modifications will be utilized to support students in the inclusive model so they receive a level of academic support that will help them be educationally successful.

KEY = 1

Referral Process/Procedures: *Describe current plan*

California STEAM San Bernardino follows a Response to Intervention (RTI) approach to address students learning needs. Our students go through surveys, assessments, and academic evaluations that are part of their personalized learning plans. Teachers track student learning progress and they offer a wide range of personalized support and intervention strategies to help with students individual learning needs. Students who demonstrate academic difficulties may be referred to a Tier II strategy and a Student Study Team (SST) led by the school principal, teacher, mentor teacher, and special education personnel. The Students Study Team model works to provide the academic and individualized learning support that students need to help them progress prior to a formal assessment for special education services. Psychological assessment is provided and an Individualized Education Plan (IEP) is scheduled for students referred for special education services.

KEY = 1

Describe future plan

We will continue to follow the Response to Intervention (RTI) approach with the Student Study Team (SST) process for referral process for psychological assessment and evaluation with the support of an Individualized Education Plan (IEP) team to make the final determination for eligible services and support.

KEY = 1

Assessment/Reassessment: *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*

Describe current plan

California STEAM San Bernardino employs a school psychologist who has significant experience using traditional and online psychological assessments. Miranda Boe is the school psychologist and she is responsible for assessment of students that are referred for special education services and she is responsible for reassessment for students who have triennial IEP's. Miranda uses the Woodcock Johnson VI, Reynolds Adaptable Intelligence Test (RAIT), Test of General Reasoning Ability (TOGRA), Academic Achievement Battery (AAB), BASC III, Conners Rating Scales, BRIEF, Gilliam Autism Rating Scale, TIPS, TABS III, as well as a variety of other emotional, psychological, behavioral, and cognitive assessments to address student needs. Speech and Language assessments and reassessments are conducted through Champions Special Education Support Services who contracts with Speech and Language pathologists and a variety of other special

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = 1

Assessment/Reassessment (continued): *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*
Describe future plan

We will continue to use Miranda and add additional psychologists as the school program grows and our needs for assessment and reassessment increase. We are looking to hire a Speech and Language Pathologist to support students within the school organization.

KEY = 1

Development of an Appropriate IEP: *(provide a copy of your current form)*
Describe current plan

California STEAM San Bernardino currently uses the Desert Mountain SELPA forms. We also use the WebIEP student tracking system to input our IEP forms. Our personnel have been trained and are proficient at using these forms and they follow appropriate Individualized Educational Plan (IEP) procedures for organizing IEP meetings and tracking student progress.

KEY = 1

Describe future plan

We will use Desert Mountain Charter SELPA forms that I believe are the same as the Desert Mountain SELPA forms. Having been trained in the WebIEP student tracking system, we feel that we are ideally suited to be a strong member of the Charter SELPA team.

- C. **PROVISION OF SERVICES:** Using the KEY below, select the answer that best describes the Charter LEA's current status and future plan in terms of special education program mandates in each of the following items. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = PROVIDING SERVICES 2 = CONTRACTING FOR SERVICES 3 = NEED ASSISTANCE

KEY = _____

Implementation of IEP including extended school year: *Describe current plan*

California STEAM San Bernardino implements IEP's and provides Specialized Academic Instruction and all other needed special education services through our team of special education resource teachers, counseling services (school psychologist) and other special education services (i.e. OT, PT, etc.) We follow the proper timelines for IEP's, assessments, and services. Our school specializes in extended school year learning opportunities for the region. We operate and provide extended school year learning programs for all students and many special education students benefit from taking advantage of these learning opportunities.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = 1

Implementation of IEP including extended school year (continued):

Describe future plan

We will continue to implement IEP's and IEP designated services according to prescribed requirements. We will also continue to provide extended school year learning opportunities for all students, particularly special education students.

KEY = 1

Inclusion in General Education Program: (e.g., supported full time placement in general education classes for students with severe disabilities) *Describe current plan*

California STEAM San Bernardino counselors and special education director work with students, parents, and teachers to place students in general education courses as appropriate to provide inclusion in a least restrictive learning environment.

KEY = 1

Describe future plan

We will continue to encourage and support full time placement in general education classes for students with severe disabilities or learning needs and provide them with the appropriate support so they can be academically successful.

KEY = 1

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring less than 50% SAI) *Describe current plan*

Students with mild to moderate disabilities requiring less than 50% Specialized Academic Instruction (SAI) receive services from a special education teacher and inclusion specialist. Special Education Teachers and inclusion specialists work with general education teachers to ensure the student's IEP goals, modifications, and accommodations are met in the learning environment pursuant to the offer of FAPE.

KEY = 1

Describe future plan

We will continue to use our special education teachers and inclusion specialist team members to meet the Specialized Academic Instruction (SAI) needs of our mild to moderate students with disabilities.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = 1

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring **greater** than 50% SAI) Describe current plan

Students with mild to moderate disabilities requiring greater than 50% SAI will be provided individualized support from inclusion specialists and special education teachers through one-on-one tutoring support. Currently we do not have students that meet these requirements. These inclusion specialists and special education teachers will be contracted through Champions Special Education Services and provide in home support.

KEY = 1

Describe future plan

We will provide inclusion specialists and special education teachers through Champions Special Education Services and look to hire permanent personnel as needed.

KEY = 1

Specialized Academic Instruction (SAI): (e.g., services for students with severe physical, medical, emotional disturbance, and/or significant developmental delays requiring intensive services greater than 50% SAI) Describe current plan

Services for students with severe physical, medical, emotional disturbance and/or significant developmental delays requiring intensive services greater than 50% SAI are provided by Champions Special Education Services. As a third party provider they are able to contract with qualified and certificated personnel to meet these students needs. Our special education director and team work with Champions and their certified contractors to support our students with intensive needs.

KEY = 1

Describe future plan

We will continue to work with Champions Special Education Services to meet our students needs with severe physical, medical, emotional disturbance or significant development delays to provide intensive services. Our special education director and team work with the parents, students, and certified contractors to make sure student needs are properly met.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = 1

Related Services: (e.g., speech and language therapy, adaptive physical education, occupational/physical therapy, counseling, sign language interpreting, etc.) Describe current plan

Speech and language therapy, adaptive physical education, occupational/physical therapy, counseling, and sign language interpreting related services are provided by Champions Special Education Services.

KEY = 1

Describe future plan

We will continue to use Champions Special Education Services to meet adaptive physical education, occupational/physical therapy, counseling, and sign language services. We are looking to hire a certified Speech and Language Therapist to provide speech and language services for our students

KEY = 1

Placement in a Nonpublic Agency/School (NPA/NPS) or residential treatment facility (RTC):
Describe current plan

We have no students placed in Nonpublic agencies, schools, or residential treatment facilities.

KEY = 1

Describe future plan

We will work with the SELPA to find an appropriate placement for any students that may need to be placed in a Nonpublic agency, school, or residential treatment facilities.

KEY = 1

Transportation: (for students with special needs in order to access special education services)
Describe current plan

We have no students with transportation needs.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

KEY = _____

Transportation (continued): *(for students with special needs in order to access special education services)*
Describe future plan

We will contract with transportation specialists for any students that may need transportation services.

KEY = 1

Participation in Statewide Assessments: *Describe current plan*

California STEAM San Bernardino provides all students participation in statewide assessments like (CAASSP, STAR, and Physical Fitness tests). Students who have statewide assessment accommodations outlined in their IEP's receive these accommodations per the IEP. Students who have been designated in their IEP as not participating in statewide assessments will not be required to participate in the assessments.

KEY = 1

Describe future plan

We will continue to provide student special education students participation in statewide assessments (CAASSP, STAR, Physical Fitness, and any other statewide assessment) as outlined in their IEP.

D. COMPLIANCE/CAPACITY: Please explain the Charter LEA's experience with the following within the last five (5) years:

Due Process: *(list any specific cases and the outcomes; describe what steps and/or actions (if any) were needed and implemented by the charter to ensure compliance)*

We have no had cases of Due Process for the school.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

California Department of Education (CDE) Complaints: *(list how many, type(s), what issues (if any), and corrective actions)*

We have received no complaints to CDE for the school.

Office of Civil Rights (OCR) Complaints: *(list how many, type(s), what issues (if any), and outcomes of any investigations: describe what steps and/or actions were need and implemented by the charter to ensure compliance)*

There are no complaints from the Office of Civil Rights for the school.

Special Education Self Review (SESR) Compliance: *(describe experience with SESR and what issues (if any), and corrective actions required as a result)*

We have not had any corrective actions with the Special Education Self Review Compliance process. We do not have disproportionality, no significant discrepancy, or suspended special education student, nor have we expelled any students at this time.

Is the Charter LEA facility ADA compliant and/or the plan you have adopted to move toward compliance?

We have no charter LEA facility since we are an online and homeschool program.

Suspension and Expulsion: *(describe the process for suspension and/or expulsion as they relate to students with disabilities served in your school)*

The suspension and/or expulsion process will provide students with continued IEP services support while students are going through the process. A manifest determination IEP team meeting will be held as needed. We have no students with disabilities that have been suspended or expelled from the school, and as an independent study/online/home school we have not suspended or expelled any students from the school.

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

List percentage of students enrolled in special education: (or estimated percentage) Current 6% Future 7%

List the number and types of each disability served:

Specific Learning Disability - 17
 Speech and Language Impairment - 5
 Emotionally Disability - 3
 Other Health Impairment - 2
 Autism - 1

Who is the special education administrator for the Charter LEA? Describe his/her background and experience with special education:

Current

Eli Johnson is the Administrator for Special Education. Eli has worked as a principal, director, assistant superintendent, and superintendent with responsibilities for special education. He has a master's degree in Educational Leadership and he is currently working on an Ed.D. in Special Education.

Future

Same

List the special education professional development provided for general and special education staff and parents for the past two years:

School Staff

Special Education professional development is led by our Special Education Director, Crystal Lewis. Crystal meets weekly with the Special Education team of teachers, psychologist, and support personnel to review student progress and provide training in (IEP forms, WebIEP, SEIS, ChildFind, Specialized Academic Instruction, Response to Intervention (RTI) processes, Student Study Team (SST) format, IEP timelines, internal processes, state reporting, etc.)

Parents

Our Special Education Director Crystal Lewis and special education teachers meet with the school principal and all general education teachers who have special education students in their courses once a month. After this meeting, general education teachers and special education teachers reach out to parents and provide support. Parents serve as learning coaches for our students and special education staff and general education staff work with parents to provide accommodations and training to support each special education student.

E. SPECIAL EDUCATION BUDGET: Indicate your response(s) in the spaces provided below.

	Current Year Budget		Future Year Budget	
Certificated Salaries	\$ 260,500	FTE: 4.65	\$ 495,078	FTE: 8
Classified Salaries	\$ 0	FTE:	\$	FTE:
Employee Benefits	\$ 74,968		\$ 158,421	
Instructional Supplies	\$ 16,250		\$ 20,625	
Services & Other Operating Expenses	\$ 912,800		\$ 1,133,698	
Capital Outlay	\$ 0		\$ 0	
TOTAL BUDGET	\$ 1,264,518		\$ 1,807,822	

Application for Membership to Desert/Mountain Charter Special Education Local Plan Area

Does the Charter LEA provide its own internal accounting services? If "YES" please provide the contact name of the business manager and telephone number. If "NO" please provide the entity the Charter LEA contracts with for accounting services and a contact name and telephone number: Yes No

Business Manager Name: _____ Contact Phone: _____

Accounting Services Entity: EdCBO

Contact Person: Queta Luquin Contact Phone: 619-244-0018

Does the Charter LEA use the SACS account code structure for accounting? Yes No

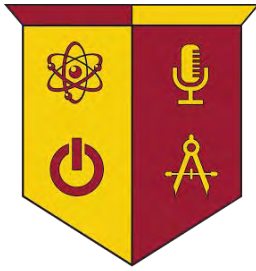
How does the Charter LEA report mandated data to the California Department of Education (CDE)? (i.e., pupil count, annual service/budget plans, personnel data reports, desired result developmental profile (DRDP) if applicable, California Longitudinal Pupil Achievement Data Systems (CALPADS), federal grant expenditures, and maintenance of effort (MOE))

Pupil counts including 20 Day reports, P-1, P-2, and P-Annual are submitted by the Director of Online Learning and the School Principals. Annual services and annual budget plans are a collaboration between EdCBO Director Queta Luquin and the school's Director. We have a full time staff member, Anna Serin, who coordinates our student information system and works with the Director of Online Learning and school principals to make sure data in our system is accurate and up to date. Anna is responsible for submitting California Longitudinal Pupil Achievement Data Systems (CALPADS) reports and she does so in ahead of schedule. Maintenance of Effort and federal grant expenditures are a joint effort between our special education administrator, Eli Johnson, our special education director, Crystal Lewis, and our contracted CBO, Queta

SECTION V: ACKNOWLEDGEMENT

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP INTO THE DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA (SELPA), THE APPLICANT HEREIN AGREES AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT FOR PARTICIPATION INCLUDED IN THE ASSURANCE STATEMENT. UPON ACCEPTANCE INTO THE DESERT/MOUNTAIN CHARTER SELPA, APPROVED APPLICANTS ARE REQUIRED TO SUBMIT A SIGNED AGREEMENT FOR PARTICIPATION WITH THE DESERT/MOUNTAIN CHARTER SELPA AS A CONDITION OF ACCEPTANCE.

Applicant Signature: Eli Johnson Date: 1/25/17



California Steam

Jenae Holtz
Chief Executive Officer
Desert Mountain Charter SELPA
17800 Highway 18
Apple Valley, CA 92307

Ms. Holtz,

I am writing to renew our interest in becoming a member of the Desert Mountain Charter SELPA. Our authorizing district, Trona Joint Unified School District again has requested that California STEAM San Bernardino charter consider becoming an LEA for special education purposes in a charter SELPA. We appreciate you considering our request a year ago, and we are still interested in obtaining membership at this time. We are very happy with our current working relationship with the Desert Mountain SELPA as a school of the district, yet we believe that being a member of the Desert Mountain Charter SELPA will help all involved including the district, our students, and the school.

In addition we have recently expanded to a second charter with Trona Joint Unified School District, since our first charter has grown rapidly. University Prep San Bernardino charter was approved by the district at their July, 9, 2018 board meeting and the school has been operating for the past two months. Please let me know if there is any other information that will be helpful in considering our desire for both charter schools to be a part of the Desert Mountain Charter SELPA at this time.

Sincerely,

A handwritten signature in black ink that reads "Eli Johnson". The signature is written in a cursive, slightly slanted style.

Eli Johnson
Executive Director
California STEAM San Bernardino Charter
University Prep San Bernardino Charter

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
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GOVERNANCE COUNCIL MEMBERS PRESENT:

Jan Gonzales, Heather Griggs, Thomas (Tom) Hoegerman, Ryan Holman, Jeff Malan, Jesse Najera, David Olney, Ross Swearingen, Debbie Tarver, and Peter Wright

CAHELP JPA STAFF PRESENT:

Denise Edge, Marina Gallegos, Jenae Holtz, Linda Llamas, Daria Raines, Adrienne (Myles) Shepherd, and Jennifer Sutton

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS) STAFF PRESENT:

Jennifer Alvarado, SBCSS Internal Business

OTHERS PRESENT:

Gino Bastianon, Sebastian Cогnetta, Brenda Congo, Callie Moreno, Vanessa Okamoto, Waneka Ruffin, and Andrew Vesty

1.0 CALL TO ORDER

The regular meeting of the California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA) Governance Council was called to order by Chairperson Tom Hoegerman, at 11:36 a.m., in the Hesperia Unified School District, Hesperia, California.

2.0 PUBLIC PARTICIPATION

Sebastian Cогnetta, Allegiance STEAM Academy – Thrive (Allegiance) Chief Executive Officer, and Vanessa Okamoto, Allegiance board member, addressed the Governance Council. Vanessa spoke as a lead petitioner, board member, and parent of an Allegiance student. Vanessa shared that special education is a priority for Allegiance. Sebastian stated the charter petition was written by parents. Allegiance is two days away from their first lottery, and closed its open enrollment with approximately 400 students. Sebastian added Allegiance was grateful for the opportunity for Allegiance to be considered as a member of the Desert/Mountain Charter SELPA.

Waneka Ruffin, Opportunities For Learning (OFL) director of special education stated she has been with OFL for 9 years and assumed the role of director of special education 2.5 months ago. Waneka stated OFL has made improvements in the way special education services are provided. She also stated recently there has been an increase of the number of students with special needs enrolling at OFL. Her hope for OFL is to identify and address

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special education needs for students sooner than later. She expressed gratitude for the opportunity the OFL sites to be considered for membership with the Desert/Mountain SELPA.

3.0 HEARINGS

3.1 Desert/Mountain SELPA Annual Service Plan (**ACTION**)

Chairperson Hoegerman opened the public hearing at 11:45 a.m.

Jenae Holtz reported the California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2018-19 Annual Service Plan which describes all special education services currently provided in the Desert/Mountain SELPA broken down by type, location, and level of severity was presented for Public Hearing and Governance Council Action.

Having no public participation, the Public Hearing was closed at 11:46 a.m.

3.1.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Debbie Tarver to approve the Desert/Mountain SELPA 2018-19 Annual Service Plan as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

3.2 Desert/Mountain SELPA Annual Budget Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 11:46 a.m.

Jenae Holtz reported the California Education Code requires that an Annual Budget Plan be approved by the CAHELP Governance Council as part of the Local Plan. The 2018-19 Annual Budget Plan which describes the revenues and expenditures for special education for all local education agencies in the Desert/Mountain SELPA was presented for Public Hearing and Governance Council action.

Having no public participation, the Public Hearing was closed at 11:46 a.m.

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3.2.1 **BE IT RESOLVED** that a motion was made by Jeff Malan, seconded by Jan Gonzales to approve the Desert/Mountain SELPA 2018-19 Annual Budget Plan as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

3.3 Desert/Mountain Charter SELPA Annual Service Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 11:47 a.m.

Jenae Holtz reported California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2018-19 Annual Service Plan which describes all special education services currently provided in the Desert/Mountain Charter SELPA broken down by type, location, and level of severity was presented for Public Hearing and Governance Council action.

Having no public participation, the Public Hearing was closed at 11:48 a.m.

3.3.1 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Ryan Holman to approve the Desert/Mountain Charter SELPA 2018-19 Annual Service Plan as presented.

A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

3.4 Desert/Mountain Charter SELPA Annual Budget Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 11:48 a.m.

Jenae Holtz reported California Education Code requires that an Annual Budget Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2018-19 Annual Budget Plan which describes the revenues and expenditures for special education services currently for all local education agencies in the Desert/Mountain Charter SELPA was presented for Public Hearing and Governance Council action.

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Having no public participation, the Public Hearing was closed at 11:48 a.m.

- 3.4.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by Peter Wright, to approve the Desert/Mountain Charter SELPA 2018-19 Annual Budget Plan as presented.

A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

4.0 ADOPTION OF THE AGENDA

Jenae Holtz reported the April 6, 2018 Agenda was amended to correct grammatical errors. She stated no substantive changes were made.

- 4.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Jan Gonzales, to adopt the amended April 6, 2018 CAHELP JPA Governance Council Meeting Agenda as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.0 INFORMATION / ACTION

- 5.1 SBCSS Student Services - D/M Operations 2017-18 Second Interim Fee-for-Service Update (**ACTION**)

Jennifer Alvarado, San Bernardino County Superintendent of Schools (SBCSS) Internal Business Program Manager, presented the Desert/Mountain Operations 2017/18 Second Interim Fee-for-Service Update as of January 31, 2018. The revenue projection for Second Interim is \$40.2 million. The projected increase of approximately \$665,000 is primarily due to growth and additional Local Control Funding Formula (LCFF) revenue. The expenditures are \$40.7 million for Second Interim, an increase of \$1.1 million. Jennifer explained the reason for significant increase in expenditures was primarily attributed to 1) changes in positions with a block of classified staff being reclassified, 2) late settlement negotiations with CSEA, and 3) an increase in staff to accommodate new programs. Jennifer stated these projections are very conservative. County Schools anticipates the January projected deficit (\$450,365) will close significantly by year-end. Jennifer inquired whether the Governance Council would prefer that County Schools take funds from

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the reserve balance versus charging LEAs a percentage in the event the deficit does not close.

Jenae stated based on past practices with having a healthy reserve balance, she recommends taking the deficit from the reserve balance versus charging LEAs a percentage per ADA.

5.1.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen and seconded by Jesse Najera, to approve the SBCSS Student Services – Proposed D/M Operations 2017-18 Second Interim Fee-for-Service Update with permission to apply funds from the reserve balance in the event of a deficit at year-end, as presented.

5.2 **SBCSS Student Services - D/M Operations 1st 50% LCFF Revenue Transfer (ACTION)**

Jennifer Alvarado presented the SBCSS D/M Student Services CY 1st 50% LCFF Revenue Transfer report. Jennifer stated the transfers occur twice per year; 50% following the P-1 Certification and the final after P-1 is certified. The percentages were calculated using LEA certifications. Jennifer stated these reports were also shared with LEA fiscal staff. Jennifer concluded each LEA will do a cash transfer to County for the 1st 50%.

5.2.1 **BE IT RESOLVED** that a motion was made by Jeff Malan, seconded by Jan Gonzales to approve the SBCSS Student Services - D/M Operations Proposed 1st 50% LCFF Revenue Transfer as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.3 **SBCSS Student Services - D/M Operations 2018-19 Fee-for-Service (ACTION)**

Jennifer Alvarado presented the SBCSS D/M Student Services 2018-2019 Fee-for-Service Budget. Jennifer stated this budget will determine the Desert/Mountain Operations 2018-2019 Fee-For-Service Rate Schedule. The Assumptions include a 1) 3% COLA, based on 12 benchmark LEAs, 2) Step and Column, 3) 5% increase on Health & Welfare (H&W), assuming no opt-outs 4) Employer statutory rates (with a significant increase in STRS/PERS), 5) Information Technology User Fees at \$1,805 per full user, and 6) Indirect Cost Rate of 10.68%. Jennifer stated 453 full-time equivalent (FTE) are built into the budget. The overall budget is \$45.6 million with \$8.5 million of offsetting revenue, leaving a balance of \$37.5 million

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in excess costs, used to develop the Fee-for-Service (FFS) rates. The FFS rates by category no longer includes the Community School RSP rate. The County Schools Student Services Alternative Education teachers will be dual-credentialed. The costs for students served in this program will be covered by a pupil grant. Jennifer stated the basis of the FFS rate is the pupil count.

Tom Hoegerman inquired whether the 5% H&W increase was estimated based on trends and opt-outs or is on actual quotes.

Jennifer stated when the budget was developed it was based on an estimate of 10%. Recently quotes were received but Blue Shield rates are still in negotiations. It's expected that Kaiser will come in closer to 2%.

5.3.1 **BE IT RESOLVED** that a motion was made by Ryan Holman, seconded by David Olney to approve the SBCSS Student Services - D/M Operations Proposed 2018-19 Fee-for-Service as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.4 Proposed 2018-19 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children's Center Budgets (**ACTION**)

Jenae Holtz presented the 2018-19 proposed CAHELP, SELPA, Charter SELPA and DMCC budgets. She reported there was planned deficit spending (\$3.8 million) in 2017-18 due to the land purchase, and Medi-Cal billing issues due to difficulties with the synchronization of the database and billing system and the Department of Behavioral Health (DBH) reimbursing at a lower rate than the State rate. DMCC is looking at replacing the current outdated database. CAHELP had balances in the MAA & Training Institute mental health balances and the D/M SELPA and Charter SELPA beginning balances for mental health that were used to cover costs this year. Jenae anticipates the deficit spending to adjust down to \$2.8 million. Jenae then stated the Assumptions that were presented in the County Schools budget similarly apply to the 2018-19 CAHELP budgets. The Indirect Cost is increasing from 8.89% to 10.68% and then IT user fee increased by \$100per employee. Jenae then stated the proposed 2.51% COLA (or less based on the governor's May revise) will be applied to the SELPA FFS Rates. Jenae then stated the SELPA is purposefully deficit spending, spending the high reserves in all budgets down to the 5% required reserves. The D/M Children's Center (DMCC) has applied for several grants and

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was recently awarded the SART/EIIS grant. The DMCC submitted the grant requesting significantly more funds for SATS, SAP, and CIS; now awaiting to hear the decision. Another grant proposal was submitted for family resource centers in Apple Valley & Yucca Valley; the DMCC is waiting to hear the decision. Jenae then stated CAHELP is currently writing a State grant for the collaboration between MTSS, PBIS, and Mental Health. The 2018-19 CAHELP budget planning includes abolishing a high-level IT position and replacing it with a software specialist at a lower cost. A contract was established with Frick, Frick & Jette for architectural and related services. CAHELP is also budgeting for property taxes, a SEQA environmental study and possibly a construction manager. Planned deficit spending is proposed to reduce the beginning balances in multiple budgets, with plans to add another physical therapist (PT) position based on an increase in referrals for PT services. CAHELP anticipates an increase in revenue based on the increase in Charter SELPA memberships. Jenae stated the CAHELP, SELPA, Charter SELPA, and DMCC budgets were reviewed with the Finance Committee in March.

5.4.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Jan Gonzales, to approve the Proposed 2018-19 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children's Center Budgets as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.5 2018-19 D/M SELPA and Charter SELPA Related Services Fee-for-Service Rate Schedule (**ACTION**)

Jenae Holtz presented the 2018-19 D/M SELPA and Charter SELPA Related Services Fee-for-Service Rate Schedule. Jenae stated this is for the Occupational and Physical Therapy services provided by the SELPA, and the Intensive Therapeutic Services for the D/M County Operated Programs as well as mental health services at nonpublic schools. Jenae concluded the SELPA applied the proposed 2.51% state COLA for 2018-19.

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5.5.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Heather Griggs, to approve the Proposed 2018-19 D/M SELPA and Charter SELPA Related Services Fee-for-Service Rate Schedule as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.6 Desert/Mountain SELPA Policy & Procedures Chapters 14 & 25 (**ACTION**)

Jenae Holtz presented the revised D/M SELPA Policies and Procedures Chapters 14 and 25. She stated policies and procedures for the Desert/Mountain SELPA are developed, reviewed and revised throughout the year upon the recommendation of the Steering Committee. Chapter 14 was revised to update the process for referrals to State Special Schools. Chapter 25 was revised to reflect the updated cost guidelines for assessments for Independent Educational Evaluations (IEEs), the notice to parents regarding IEEs, the updated list of IEE providers, and minor formatting changes.

5.6.1 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Ryan Holman, to approve the Desert/Mountain SELPA Policy & Procedures Chapters 14 & 25 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.7 Desert/Mountain Charter SELPA Policy & Procedures Chapters 10 & 14 (**ACTION**)

Jenae Holtz presented revised D/M Charter SELPA policies and procedures Chapters 10 and 14. Jenae stated the policies and procedures are developed, reviewed, and revised throughout the year upon the recommendation of the Steering Committee. Charter SELPA Policy Chapter 10 was revised to update the Risk Pool Flowchart. Jenae highlighted the four levels of risk pool contributions related to the annual due process costs. She stated these changes were made at the request of the Charter SELPA CEOs. Jenae noted the importance of members participating in regularly scheduled meetings. Chapter 14 was revised to reflect the updated cost guidelines for assessments for Independent Educational Evaluations (IEEs), the notice to parents regarding IEEs, the updated list of IEE providers, and minor formatting changes.

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5.7.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Ryan Holman, to approve the Desert/Mountain Charter SELPA Policy & Procedures Chapters 10 & 14 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.8 Appointment of Officers of the CAHELP JPA Governance Council – FY 2018-19
(ACTION)

Jenae Holtz reported CAHELP JPA Bylaws Article IV specifies that annually the Governance Council will elect a chair and vice-chair(s) from its members. She stated the elected officers will assume their roles and responsibilities as of July 1, 2018.

5.8.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by Jan Gonzales to select Tom Hoegerman as the chairperson of the CAHELP JPA Governance Council effective July 1, 2018 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.8.2 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Heather Griggs to select Debbie Tarver as the vice-chairperson of the CAHELP JPA Governance Council effective July 1, 2018 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.9 Property Proposal **(ACTION)**

Jenae Holtz presented a preliminary design of the buildings to be constructed on the CAHELP JPA property in Hesperia. Jenae stated the next step in the building process is to present the design to the Hesperia Planning Commission in order to obtain a realistic cost of a building project.

Gino Bastianon provided a brief overview of the building plans. He stated the design was maximized based on the city ratios for parking to land. The buildings designs include square footage for growth. The training center will include a (no-

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cooking) prep-kitchen area. Gino further stated the buildings are designed with security controlled entries and the internal doors will have proxy entries.

5.9.1 **BE IT RESOLVED** that a motion was made by Jeff Malan, seconded by Jan Gonzales to approve the request to present the property proposal to the Hesperia City Planning Council as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.10 **CSRM JPA (ACTION)**

Jenae Holtz reported CAHELP JPA is requesting to become a member of the California Schools Risk Management (CSRM) effective July 1, 2018.

5.10.1 **BE IT RESOLVED** that a motion was made by Jan Gonzales, seconded by Heather Griggs to approve the proposal to join the California Schools Risk Management (CSRM) for FY 2018-19 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.11 **Desert/Mountain SELPA Member – Excelsior Charter Schools Expansion FY 2018-19 (ACTION)**

Jenae Holtz reported Excelsior Charter Schools has been approved by the Riverside County Board of Education to operate Excelsior Corona-Norco effective September 4, 2018. Excelsior is requesting approval of the expansion of Excelsior Corona-Norco. If approved, Excelsior Corona-Norco will align under Excelsior Charter Schools as a single vote for CAHELP JPA governance purposes.

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5.11.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by Ryan Holman, to approve the request to add Excelsior Corona-Norco, an expansion of Excelsior Charter Schools, as a local education agency of the Desert/Mountain SELPA, aligned under Excelsior Charter Schools a single vote effective FY 2018-19 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.12 Desert/Mountain Charter SELPA Existing Members' Expansion FY 2018-19
(ACTION)

Jenae Holtz reported the Desert/Mountain Charter SELPA has received two applications from current members of the Desert/Mountain Charter SELPA for expansion of their programs. The Charter SELPA Executive Council and CAHELP administrative team reviewed the applications in March.

5.12.1 Odyssey Charter – OCS- South

Jenae stated OCS-South, an expansion of Odyssey Charter will open July 1,2018. The CAHELP administrative team and Charter SELPA Executive Council recommends approval of this expansion site within the D/M Charter SELPA.

5.12.1.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Heather Griggs, to approve Odyssey Charter's request for expansion to add OCS-South as a member of the Desert/Mountain Charter SELPA for FY 2018-19 as presented.

5.12.2 Taylion High Desert Academy – Taylion San Bernardino Academy

Jenae reported within a year of joining the D/M Charter SELPA, Taylion High Desert (HD) Academy opened a resource center in San Bernardino city. Subsequently Taylion notified the D/M Charter SELPA of intent to submit a petition for authorization to San Bernardino City Unified School District (SBCUSD) and to add Taylion San Bernardino Academy (TSBA) as an expansion site within D/M Charter SELPA. The Taylion San Bernardino site has been operating this past year on a waiver. Jenae stated Taylion reported that their

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petition was pending review by the California Charter Schools Association (CCSA). Jenae then stated as of today, the SELPA has not heard that the petition was submitted to SBCUSD, therefore it is recommended that this item be tabled until a decision is made by SBCUSD.

Member Heather Griggs inquired whether the petition specifies Taylion San Bernardino's intent to be a member of D/M SELPA.

Brenda Congo, Taylion HD Academy director of special education stated the petition does include the intention of membership with D/M SELPA. Brenda further stated the petition hearing is April 17, 2018 and is scheduled for action on May 8, 2018.

Jenae suggested calling a Special Governance Council Meeting once the SELPA confirms the status of the petition.

- 5.12.2.1 **BE IT RESOLVED** that a motion was made by Ryan Holman, seconded by Debbie Tarver, to table the Taylion High Desert Academy request for expansion to add Taylion San Bernardino Academy as a member of the Desert/Mountain Charter SELPA for FY 2018-19 pending more information as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

5.13 Desert/Mountain Charter SELPA Applications for Membership FY 2018-19
(ACTION)

Jenae Holtz reported the Desert/Mountain Charter SELPA has received five applications for membership into the Charter SELPA for FY 2018-19. She stated each applicant was interviewed by a CAHELP administrative team and site visits were conducted for those that are currently operating. The recommendations for membership made today are based on a collective consensus of the CAHELP administrative team and the Charter SELPA Executive Council members.

Jenae stated Allegiance STEAM Academy – Thrive is a new start-up classroom-based charter, authorized by Chino USD. Throughout the interview, the representatives were very passionate about their vision and plan for the school. The Allegiance staff has a wealth of knowledge and experience in charter school work.

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The CEO currently works with Aveson Charter, one of the Charter SELPA existing members. Aveson endorses the recommendation for membership for Allegiance. Jenae concluded the review committee recommends approving Allegiance's membership with the Charter SELPA.

Jeff Malan inquired whether there was any connection between Oxford Preparatory Academy (OPA) and Allegiance.

Jenae replied other than Allegiance occupying the property previously occupied by OPA, there is no connection. Allegiance has different leadership, and its intention is not to be a replication of Oxford Preparatory Academy.

5.13.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Debbie Tarver, to approve the Allegiance STEAM Academy – THRIVE application for membership with the Desert/Mountain Charter SELPA as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

Jenae stated Julia Lee Performing Arts Academy is a new start-up classroom-based charter in Lake Elsinore. Jenae stated Julia Lee was denied authorization by Lake Elsinore USD and currently is on appeal to Riverside County Office of Education (RCOE). During their interview the representatives exhibited a passionate desire to provide another option for students. Since their interview, Debbie Tarver has consulted with Julia Lee's chief executive officer and Debbie has committed to mentor Julia Lee. Jenae concluded the recommendation for Julia Lee Performing Arts Academy is conditional approval for membership, contingent upon authorization from RCOE.

Discussion followed on concerns for incongruency with giving a conditional approval for Julia Lee, but tabling Taylion while pending their petition's approval.

Jenae stated the SELPA was informed by Taylion that their petition was submitted to SBUSD with a confirmed date for hearing and voting by the authorizing LEA, prior to this meeting.

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- 5.13.2 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by David Olney, for conditional approval of the Julia Lee Performing Arts Charter application for membership contingent upon authorization by Riverside County Office of Education as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

Jenae reported this is the third year Opportunities for Learning (OFL) Duarte has applied for membership with the D/M Charter SELPA. OFL has multiple locations. Jenae stated recommendations were given for improvement when OFL was previously denied. When the site visit and interview was conducted this year, the team was highly impressed with the improvements made since their last two applications were submitted. OFL- Duarte has three sites (City of Industry, Duarte-Monrovia, and Pasadena). If approved the membership would only be for the OFL-Duarte sites. Any other OFL or Options for Youth (OFY) sites interested in membership would have to submit individual applications and go through the application process. The Duarte site is currently operating on a waiver since it outgrew the space and moved down the street, ending up outside the authorizer's boundaries. Jenae then stated OFL is submitting a material revision to Duarte USD to operate under the Workforce Innovation and Opportunity Act (WIOA). The recommendation is for conditional approval contingent upon OFL-Duarte's material revision to their petition being approved by Duarte USD.

Discussion followed on OFL – Duarte operating under WIOA. The consensus of the members was to get clarification on WIOA requirements, and limitations on the population of students that would be served prior to considering the application for membership.

- 5.13.3 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Jesse Najera to table the Opportunities for Learning - Duarte application for membership pending the receipt of additional information on WIOA and the status of the material revision to the charter petition as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

Jenae reported OFL – William S. Hart is comprised of multiple sites in the Antelope Valley region (Canyon Country, Santa Clarita, Lancaster 1 & 2, Palmdale 1 & 2,

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and Ridgecrest). The review team visited the Palmdale 2 location to conduct the interview. Based upon the outcomes of the site visit and interview, the recommendation is to deny membership with D/M SELPA for the OFL- William S. Hart location.

- 5.13.4 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by David Olney, to deny the Opportunities for Learning – William S. Hart application for membership with the D/M SELPA as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

Jenae reported Pasadena Rosebud Academy is an established classroom-based charter located in Altadena. During the site visit and interview, the review team observed mainstream – inclusion of students with special needs. Where Pasadena Rosebud lacked in extensive knowledge of special education, they were strong in transparency and an expressed desire to learn more about how to provide the services for all students. Jenae stated Pasadena Rosebud also has established a positive relationship for mentoring with Aveson and Odyssey charters.

- 5.13.5 **BE IT RESOLVED** that a motion was made by Ryan Holman, seconded by Heather Griggs, to approve the Pasadena Rosebud Academy application for membership presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.

6.0 CONSENT ITEMS

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
April 6, 2018 -11:30 a.m.
Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345

MINUTES

- 6.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by Ryan Holman, to approve the following Consent Items as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Malan, Najera, Olney, Swearingen, Tarver, and Wright. Nays: None. Abstentions: None.
- 6.1.1 Approve the February 2, 2018 CAHELP JPA Governance Council Meeting Minutes.
- 6.1.2 Approve the 2018-19 CAHELP JPA Governance Council Schedule of Meetings.
- 6.1.3 Approve the 2018-19 SANDABS Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$500.00 for each SELPA.
- 6.1.4 Approve the 2018-19 Coalition for Adequate Funding for Special Education (CAFSE) Letters of Agreement for Special Services for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 6.1.5 Approve the 2018-19 SELPA Administrators Organization Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 6.1.6 Approve the 2018 HealthCare Compliance Association (HCCA) Membership for Sherilyn Wadsworth in an amount not to exceed \$295.00.

7.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

7.1 CAHELP Real Estate Corporation

Jenae Holtz reported CAHELP is considering the possibility of establishing a real estate corporation. Jenae highlighted the benefits and steps for forming a real estate corporation. The corporation would own the building; if sued, the liability would be limited to the corporation, not the owners/members. Members would have access to the building. Jenae then stated the CAHELP Real Estate Corporation would protect all members. Jenae concluded a subcommittee will be formed to further explore forming a corporation.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
April 6, 2018 -11:30 a.m.
Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345

MINUTES

7.2 Compliance

Jenae Holtz shared a CDE informational presentation on special education compliance and expectations for the 2018-2019 school year. Jenae stated the SELPA is working closely with SBCSS to provide support to the LEAs identified in need of Differentiated Assistance (DA).

7.3 Local Plans Update

Jenae Holtz reported CAHELP is pending receipt of a few LEA governing board approvals of the revised D/M SELPA and D/M Charter SELPA Local Plans. She concluded once all approvals are received, the revised SELPA and Charter SELPA Plans will be sent to the CDE for approval.

7.4 Acknowledgement of Governance Council Member Achievements

Jenae Holtz acknowledged Dr. Mary McNeil, Needles Unified School District for receiving the Association of California School Administrators' 2018 Region 10 Superintendent of the Year Award. Jenae also acknowledged Debbie Tarver on receiving the California Charter School Association 2018 Hart Vision Award.

8.0 INFORMATION ITEMS

8.1 Due Process

Denise Edge reported currently the Charter SELPA has four due process cases, three have settled or withdrawn and one case recently filed. The D/M SELPA has eight open due process cases.

Denise announced she will retire June 30, 2018. She thanked the Council Members for their support through her career.

8.2 Professional Learning

Jenae reported Corinne Foley is scheduling meetings with special education directors to plan for next year's professional learning.

8.3 Low Incidence Equipment Reimbursement Reports

9.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS

Debbie Tarver acknowledged Denise Edge for her assistance to LEAs.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
April 6, 2018 -11:30 a.m.
Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345

MINUTES

10.0 CEO COMMENTS

Jenae thanked the CAHELP Governance Council members for their support throughout the past year.

Tom stated the Governance Council will need to consider when it will be best to hold the special meeting and may want to consider scheduling it in conjunction with the June 2018 SBCSS Educational Leadership Summit if a quorum is available.

11.0 MATTERS BROUGHT BY CITIZENS

None.

12.0 CLOSED SESSION

12.1 CAHELP JPA Chief Executive Officer's Performance Evaluation.

The meeting was adjourned to closed session at 1:16 p.m. to discuss the CAHELP JPA Chief Executive Officer's Performance Evaluation.

13.0 ADJOURNMENT

Having no further business to discuss, on a motion by Heather Griggs, seconded by Ryan Holman, the meeting was adjourned at 1:20 p.m.

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, September 7, 2018, at 12:30 p.m., at the Roy C Hill Education Center – Telepresence Room, 601 North E Street, San Bernardino, CA 92415.

Individuals requiring special accommodations for disabilities are requested to contact Daria Raines at (760) 955-3687, at least seven days prior to the date of this meeting.

Invoice

1840 Oak Avenue
Suite 320
Evanston, IL 60201

EIN: 36-4026564
Phone: 847.256.7334
Fax: 847.256.7370

Date	Invoice #
1/1/2018	1-31829

Bill To
Desert/Mountain SELPA Children's Center 17800 Highway 18 Apple Valley, CA 92307

Ship To

Item	Description	Qty	Amount
Certified Therapist Dues	Annual certified therapist dues For: Rosalina Becerra Julie McNeil Janice Titherley	3	150.00

RECEIVED
DESERT MOUNTAIN
CHILDREN'S CENTER

2017 DEC 13 PM 2:51

OKAY TO PAY
Natalie Gammeo

Subtotal	\$150.00
Sales Tax (0.0%)	\$0.00
Total	\$150.00
Payments/Credits	\$0.00
Balance Due	\$150.00

Web Site
www.theraplay.org

Association of Community Based Organizations (ACBO)

Invoice

c/o Rim Family Services, Inc.
P.O. Box 578
Skyforest, CA 92385

Date	Invoice #
11/27/2017	74

Bill To
Desert/Mountain SELPA Children's Attn.: Tara

Terms
Due on receipt

Quantity	Description	Rate	Amount
	2018 Membership Dues	125.00	125.00
<p>OKAY TO PAY</p> <p><u>Tara P Gammell</u></p>			
<p>Make all checks payable to: Association of Community Based Organizations.</p> <p>Mail checks to:</p> <p>ACBO c/o Rim Family Services, Inc. P.O. Box 578 Skyforest, CA 92385</p> <p>If you have questions concerning this invoice, contact Aaron M. Scullin at (909) 336-1800.</p>			
Please remit to above address.		Total	\$125.00



Original Invoice

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0120094
Date	8/21/2018

Federal I.D.: #39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Danielle Cote
 17800 Hwy 18
 Apple Valley CA 92307
 US

Ship To:

Desert Mountain SELPA
 Danielle Cote
 17800 Hwy 18
 Apple Valley CA 92307
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Req Ship Date	
		619688		US UPSGND	Net 30	8/21/2018	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2018 to 11/18/2019	\$150.00	\$150.00	
				CAHELP JPA			
				2018 AUG 28 PM 3: 50			

Thank you

Total Z-US\$	\$150.00
--------------	----------

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Please include invoice number or customer ID with payment.

Canadian Customers - Please remit to:

Crisis Prevention Institute. Inc
 Lockbox # 1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

Call toll-free:

US/Canada: 1-877-877-5390



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0120095
Date	8/21/2018

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Blanca Medrano
 13613 Ironstone Ave
 Victorville CA 92392

US

Ship To:

Blanca Medrano
 13613 Ironstone Ave
 Victorville CA 92392

US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		944245		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

For Inquiries or to place an order, toll-free:

US/Canada: 1-877-877-5390

Include invoice number or customer ID with payment.



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0120089
Date	8/21/2018

Federal I.D.#: 39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Brian Follis
 17800 Hwy 18
 Apple Valley CA 92307

 US

Ship To:

Brian Follis
 17800 Hwy 18
 Apple Valley CA 92307

 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		944246		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

For Inquiries or to place an order, toll-free:
 US/Canada: 1-877-877-5390

Include invoice number or customer ID with payment.



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0119907
Date	8/21/2018

Federal I.D.#: 39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Ned Broberg
 17800 Hwy 18
 Apple Valley CA 92307

 US

Ship To:

Ned Broberg
 17800 Hwy 18
 Apple Valley CA 92307

 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1043782		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

For Inquiries or to place an order, toll-free:
 US/Canada: 1-877-877-5390

Include invoice number or customer ID with payment.



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0119906
Date	8/21/2018

Federal I.D.#: 39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Michael Norton
 17800 Hwy 18
 Apple Valley CA 92307

 US

Ship To:

Michael Norton
 17800 Hwy 18
 Apple Valley CA 92307

 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1043778		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Include invoice number or customer ID with payment.

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

For Inquiries or to place an order, toll-free:
 US/Canada: 1-877-877-5390



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0119948
Date	8/21/2018

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Linda Rodriguez
 17800 Hwy 18
 Apple Valley CA 92307

US

Ship To:

Linda Rodriguez
 17800 Hwy 18
 Apple Valley CA 92307

US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1144795		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

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 US/Canada: 1-877-877-5390

Include invoice number or customer ID with payment.



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0120082
Date	8/21/2018

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Sheila Parisian
 17800 Hwy 18
 Apple Valley CA 92307

 US

Ship To:

Sheila Parisian
 17800 Hwy 18
 Apple Valley CA 92307

 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		928899		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Canadian Customers - Please remit to:

Lockbox #1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

For Inquiries or to place an order, toll-free:
 US/Canada: 1-877-877-5390

Include invoice number or customer ID with payment.



SEND INVOICES IN TRIPLICATE TO:

San Bernardino County Supt of Schools
 760 E. Brier Drive
 San Bernardino, CA 92408
 Phone: (909) 386-9535
 Fax: (909) 386-9533

PURCHASE ORDER NUMBER

704816

Show this number on all shipments,
 correspondence, and invoices.

Date: 05/19/2017

Description: Dues & Membership Fees

Vendor: 043124-01 Attn:
 Phone: (410) 750-9600 Fax: (410) 750-9601
 Email:

INTERNATIONAL CRITICAL
 INCIDENT STRESS FOUNDATION
 3290 PINE ORCHARD LANE STE 106
 ELLICOT, MD 21042-2254

Ship
 To:

Attn: Mike Flores
 CAHELP/Spirit River
 16020 Apple Valley Rd Suite B1
 Apple Valley, CA 92307-0000
 Phone: (760) 946-8200 Fax: (760) 746-8266

FOB	SHIP VIA	BUYER	PAYMENT TERMS
		Shawn Johnson	

REQ. #	REQUESTOR	LOCATION	BLDG/DEPT	ROOM
008158	Mike Flores	CAHELP Spirit River	CAHELP Spirit River	B1

#	Qty	Unit	Description	Unit Price	P/C	Total
1	1.00	EA	TWO YEAR ICISF MEMBERSHIPS FOR KENIA AGUILAR, ACSW	\$90.0000	\$0.00	\$90.00
2	1.00	EA	TWO YEAR ICISF MEMBERSHIP FOR BRIAN FOLLIS.	\$90.0000	\$0.00	\$90.00
3	1.00	EA	TWO YEAR ICISF MEMBERSHIP FOR ANNA LOPEZ.	\$90.0000	\$0.00	\$90.00
4	1.00	EA	TWO YEAR ICISF MEMBERSHIP FOR ROBIN MCMULLEN.	\$90.0000	\$0.00	\$90.00
5	1.00	EA	TWO YEAR ICISF MEMBERSHIP FOR JESSICA MARTINEZ, LMFT.	\$90.0000	\$0.00	\$90.00
6	1.00	EA	TWO YEAR ICISF MEMBERSHIP FOR MOLLY ROHA, LMFT.	\$90.0000	\$0.00	\$90.00
<p>***NOTE: VENDOR DOES NOT ACCEPT PURCHASE ORDERS. PLEASE PREPAY MEMBERSHIP AND SEND WARRANT WITH INVOICE.</p> <p>VENDOR SPECIAL INSTRUCTIONS</p> <p>Items/Svcs must be received on or before June 30, 2017, the close of our fiscal year, or the order may be cancelled.</p> <p>RECEIVING INSTRUCTIONS</p> <p>Attention: A/P & Purchasing Staff Process as a PREPAY. PLEASE SEND INVOICE WITH WARRANT.</p> <p>01-9483-0-7110-3120-5310-996-0483 \$180.00 01-9483-0-7110-2200-5310-996-0483 \$171.00 01-9488-0-7110-3120-5310-995-483E \$36.00</p>						

SUBTOTAL:	\$540.00
SALES TAX:	\$0.00
SHIPPING:	\$0.00
TOTAL:	\$540.00

ITEMS	DATE	BY RECEIVED	RECEIVED BY	CHECKED BY

Larrie D. Johnson

Authorized Signature



SEND INVOICES IN TRIPLICATE TO:

San Bernardino County Supt of Schools
 760 E. Brier Drive
 San Bernardino, CA 92408
 Phone: (909) 386-9535
 Fax: (909) 386-9533

PURCHASE ORDER NUMBER

704816

Show this number on all shipments,
 correspondence, and invoices.

Date: 05/19/2017

Description: Dues & Membership Fees

Vendor: 043124-01 Attn:
 Phone: (410) 750-9600 Fax: (410) 750-9601
 Email:

INTERNATIONAL CRITICAL
 INCIDENT STRESS FOUNDATION
 3290 PINE ORCHARD LANE STE 106
 ELLICOT, MD 21042-2254

Ship
 To:

Attn: Mike Flores
 CAHELP/Spirit River
 16020 Apple Valley Rd Suite B1
 Apple Valley, CA 92307-0000
 Phone: (760) 946-8200 Fax: (760) 746-8266

FOB	SHIP VIA	BUYER	PAYMENT TERMS
		Shawn Johnson	

REQ. #	REQUESTOR	LOCATION	BLDG/DEPT	ROOM
008158	Mike Flores	CAHELP Spirit River	CAHELP Spirit River	B1

#	Qty	Unit	Description	Unit Price	P/C	Total
			01-9484-0-7110-3120-5310-996-483A	\$90.00		
			01-9488-0-7110-3120-5310-996-483E	\$54.00		
			01-9485-0-7110-2200-5310-996-483B	\$9.00		

SUBTOTAL:	\$540.00
SALES TAX:	\$0.00
SHIPPING:	\$0.00
TOTAL:	\$540.00

ITEMS	DATE	QTY RECEIVED	RECEIVED BY	CHECKED BY

Shawn Johnson

Authorized Signature

ICISF On-Site Registration Form

EMAIL: KENIA.AGUILAR@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME KENIA LAST NAME AGUILAR CREDENTIALS (MAX 3) AGSW

ADDRESS 17800 Hwy 18 CITY APPLE VALLEY STATE CA

POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE 760-946-8200
X 232

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member (Member # _____)
- Renewing (Member # _____)
- No

Membership Rates

One Year \$55.00
Two Years \$90.00

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- APA \$18.00
- EACC no fee
- CABBS \$15.00
- NAADAC no fee

COURSE SELECTIONS & FEES

Member Rate Per Day \$176
Non-Member Rate Per Day \$207

Course Selected	Days
_____	_____
_____	_____

TOTAL DUE: _____ METHOD OF PAYMENT: _____

ICISF On-Site Registration Form

EMAIL: BRIAN.FOLLIS@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME BRIAN LAST NAME FOLLIS CREDENTIALS (MAX 3) _____

ADDRESS 17800 Hwy 18 CITY APPLE VALLEY STATE CA

POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE _____

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member
(Member # _____)
- Renewing (Member # _____)
- No

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- APA \$18.00
- EACC no fee
- CABBS \$15.00
- NAADAC no fee

Membership Rates

One Year	\$55.00
<u>Two Years</u>	<u>\$90.00</u>

COURSE SELECTIONS & FEES

Member Rate Per Day \$176
 Non-Member Rate Per Day \$207

Course Selected	Days
_____	_____
_____	_____

TOTAL DUE: _____ METHOD OF PAYMENT: _____

ICISF On-Site Registration Form

EMAIL: ANNA.LOPEZ@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME ANNA LAST NAME LOPEZ CREDENTIALS (MAX 3) _____

ADDRESS 17800 Hwy 18 CITY APPLE VALLEY STATE CA

POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE 760-946-8200
x207

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member
(Member # _____)
- Renewing (Member # _____)
- No

Membership Rates

One Year \$55.00
Two Years \$90.00

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- APA \$18.00
- EACC no fee
- CABBS \$15.00
- NAADAC no fee

COURSE SELECTIONS & FEES

Member Rate Per Day \$176
Non-Member Rate Per Day \$207

Course Selected	Days
_____	_____
_____	_____

TOTAL DUE: _____ METHOD OF PAYMENT: _____

ICISF On-Site Registration Form

EMAIL: ROBIN.McMULLEN@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME ROBIN LAST NAME McMULLEN CREDENTIALS (MAX 3) _____

ADDRESS 17800 Hwy 18 CITY APPLE VALLEY STATE CA

POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE 760-946-5020

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

X249

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member (Member # _____)
- Renewing (Member # _____)
- No

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- APA \$18.00
- EACC no fee
- CABBS \$15.00
- NAADAC no fee

Membership Rates

One Year	\$55.00
<u>Two Years</u>	<u>\$90.00</u>

COURSE SELECTIONS & FEES

Member Rate Per Day	\$176
Non-Member Rate Per Day	\$207

Course Selected	Days
_____	_____
_____	_____

TOTAL DUE: _____

METHOD OF PAYMENT: _____

ICISF On-Site Registration Form

EMAIL: JESSICA.MARTINEZ@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME JESSICA LAST NAME MARTINEZ CREDENTIALS (MAX 3) LMFT
ADDRESS 17800 Hwy 18 CITY Apple Valley STATE CA
POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE 760-946-5020
X237

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member
(Member # _____)
- Renewing (Member # _____)
- No

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- | | |
|---------------------------------|---------|
| <input type="checkbox"/> APA | \$18.00 |
| <input type="checkbox"/> EACC | no fee |
| <input type="checkbox"/> CABBS | \$15.00 |
| <input type="checkbox"/> NAADAC | no fee |

Membership Rates

One Year	\$55.00
Two Years	\$90.00

COURSE SELECTIONS & FEES

Member Rate Per Day	\$176
Non-Member Rate Per Day	\$207

Course Selected _____

Days _____

TOTAL DUE: _____

METHOD OF PAYMENT: _____

ICISF On-Site Registration Form

EMAIL: Molly.RoHA@CAHELP.ORG

Print name as you would like it to appear on Certificate of Completion:

FIRST NAME Molly LAST NAME RoHA CREDENTIALS (MAX 3) LmFT
 ADDRESS 17800 Hwy 18 CITY Apple Valley STATE CA
 POSTAL/ZIP CODE 92307 COUNTRY USA DAYTIME PHONE 760-946-5020
X 241

PRIMARY OCCUPATION (circle only one):

- Counselor
- EAP Counselor
- EMS
- Faith-Based Provider
- Fire
- Government Employee
- Law Enforcement/Corrections
- Nurse
- Psychologist
- Social Worker
- Student
- Substance Abuse Counselor
- Other: _____

PRIMARY WORKPLACE SETTING (circle only one):

- Corporate & Industry
- Disaster Response Agency
- Education
- Faith-Based Agency
- Healthcare
- Military
- Public Safety Agency
- Transportation
- Volunteer Agency
- Other: _____

ICISF MEMBERSHIP OPTIONS

Join or renew now and get 15% off your registration fees

- Joining now
- Yes, I'm a member
(Member # _____)
- Renewing (Member # _____)
- No

REGISTRATION TYPE

- Regional Training attendee
- AICP
- Scholarship recipient

CEU/CE OPTIONS

- APA \$18.00
- EACC no fee
- CABBS \$15.00
- NAADAC no fee

Membership Rates

One Year	\$55.00
<u>Two Years</u>	<u>\$90.00</u>

COURSE SELECTIONS & FEES

Member Rate Per Day \$176
 Non-Member Rate Per Day \$207

Course Selected	Days
_____	_____
_____	_____

TOTAL DUE: _____ METHOD OF PAYMENT: _____

**BROKEN/OUTDATED LOW INCIDENCE EQUIPMENT
FOR BOARD AUTHORIZATION TO
SEND TO SBCSS SURPLUS OR SALVAGE
8/31/18**

LIE #	Item	Tag #	LIE Date	Requested Action	Comments
2010.45	Adjustable backrest with push handle	DM3122	09/29/2009	SALVAGE	Broken and unsafe for student use
2010.45	Large high back mobile chair with tilt frame	DM3121	09/29/2009	SALVAGE	Missing pieces and unsafe for student use
2009.047	Hoyer 400LB lift	DM2972	10/15/2008	SALVAGE	Battery will not hold charge. Tried switching out with newer batteries, but still did not work
2011.80	First class chair	DM2469	02/25/2011	SALVAGE	Missing pieces and unsafe for student use
2004.72	Small Rifton chair	DM2283	03/04/2004	SALVAGE	Equipment is worn down and missing pieces. Unsafe for student use
2006.15	Large Rifton pacer gait trainer frame	DM2434	08/29/2005	SALVAGE	Broken and unsafe for student use

Governance Council Policy & Procedure Manual

CALIFORNIA ASSOCIATION OF HEALTH & EDUCATION LINKED PROFESSIONS



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INTRODUCTION

FOREWORD

The California Association of Health & Education Linked Professions (CAHELP), a Joint Powers Authority (JPA), was established to provide and link members of the educational community and mental health providers to meet the educational and mental health needs of students, families, and communities.

The CAHELP Governance Council and Executive Council of CAHELP are dedicated to continually providing programs and services of value and interest to the membership.

The Joint Powers Authority manual is intended to serve as an overview of the CAHELP organization. All pertinent information and documents concerning the CAHELP operations will be found in this manual. Answers to questions regarding specific programs will be found in each department's policies and procedures manuals.

OUR MISSION

”The Relentless Pursuit of Whatever Works in the Life of a Child.”

OUR VISION

To provide research based, cutting edge resources to each of our members' long-term needs.

OUR PRINCIPLES

**Service Above Self
Excellence in all We Do**

GOVERNANCE STRUCTURE

GOVERNING DOCUMENTS

The Joint Powers Authority is governed by the provisions of the Joint Exercise of Powers Agreement. The day-to-day operations are governed by the Bylaws and other executive directives adopted by the CAHELP Governance Council.

GOVERNANCE COUNCIL

The Governance Council is composed of one representative from each member of the Desert/Mountain Special Education Local Plan Area (SELPA) and two members of the Desert/Mountain Charter SELPA. The representative is either the Superintendent or the Chief Executive Officer (CEO) of the member agency. Each agency may also appoint a representative. Each agency has one vote. The Governance Council has overall responsibility for governance of the JPA, including promulgation of policies, procedures, and rules.

OFFICERS

The Governance Council elects from its membership a President and Vice President who hold office for one-year terms. The Governance Council President presides at the Governance Council meetings and presence at the Executive Council meetings is optional. The Secretary for the JPA is the Chief Executive Officer of the JPA as written in the Bylaws.

EXECUTIVE COUNCIL

The Executive Council consists of all CEO's from each charter school of the Desert/Mountain Charter SELPA. The Executive Council provides recommendations to the Governance Council. The Executive Council elects two members annually to act as voting members as a part of the CAHELP JPA Governance Council.

STANDING COMMITTEES

Steering Committee. The Steering Committee is comprised of each Special Education Director from each member Local Educational Agency (LEA).

GOVERNANCE STRUCTURE

Finance Committee: The Finance Committee is comprised of each Chief Business Officer (or appointee) for the purposed of special education finance.

The committees advise the Executive and Governance Councils on all aspects of CAHELP programs. Specific duties and responsibilities are specified and outlined in the Bylaws.

CHIEF EXECUTIVE OFFICER

A Chief Executive Officer (CEO) is employed by the Governance Council to administer the business and activities of the JPA, subject to the general supervision and policy direction of the Executive and Governance Councils.

JPA OFFICE

The primary executive office and official address for the transaction of business of the JPA is:

*California Association of Health & Education Linked Professions, JPA
17800 Highway 18 • Apple Valley, CA 92307
Telephone: 760.955.3555 • Facsimile: 760.242.5363
Website: www.cahelp.org*

SECTION I : POLICIES

POLICIES AND PROCEDURES

BOARD POLICY: FORMATION OF CAHELP JPA AND PURPOSE

SECTION 0000 - ORGANIZATION

- 0001 Formation of the California Association of Health & Education Linked Professions (CAHELP), Joint Powers Authorities (JPA) - Purpose
- 0001.1 California Association of Health & Education Linked Professions, Joint Powers Authorities was formed on April 11, 2014 for the purpose of providing the administration of a special education services region and for the implementation of the state mandated special education programs, and to be provide for such ancillary and related programs and services consistent with the Agreement and California law.
- 0001.2 In addition to the aforementioned pooled resources, CAHELP provides, or arranges to provide, the following services:
- a. Financial administration of special education dollars
 - b. Current special education legislation updates
 - c. Current charter school legislation updates
 - d. Current mental health legislation updates
 - e. Provide member LEAs with a comprehensive plan, organization and administration to establish, govern, implement, coordinate and operate a Local Plan for the education of students with disabilities, and to establish such ancillary and related programs and services as may be necessary and appropriate.
 - f. Adopt such policies, codes, and procedures consistent with the functions and purposes of CAHELP JPA.
 - g. Perform such other functions as may be necessary or appropriate to carry out the purposes of CAHELP JPA consistent with the Joint Powers Agreement, Bylaws, and California law.

BOARD POLICY: GOVERNANCE COUNCIL RESPONSIBILITIES

SECTION 0000 - ORGANIZATION

0002 Governance Council Responsibilities

0002.1 The Governance Council shall have the authority to exercise the powers of CAHELP JPA as set forth in the Joint Powers Agreement and in the Bylaws, and in accordance with California law, including enforcement of CAHELP JPA policies, procedures, codes and program instruments. In addition, the Governance Council is specifically empowered to:

- a. Establish and amend the Bylaws, and adopt and enforce policies, program instruments and agreements, codes of conduct, rules, and regulations not inconsistent with applicable law or with the Joint Powers Agreement as may be necessary for CAHELP JPA and the functions of the Governance Council.
- b. Provide for the management and administration of CAHELP JPA and CAHELP JPA-related programs and services in a manner that is in the best interests of CAHELP JPA and its member agencies. This power shall include (but not be limited to) the power to employ and terminate a management firm or third party, to employ staff, to acquire or contract for facilities and vendor support, and to engage in such activities and transactions as permitted under the Joint Powers Agreement, Bylaws, California law, and such policies as adopted by the Governance Council.
- c. Determine contributions or other formulas and the method or methods by which such contributions shall be paid by member agencies.
- d. Provide for additional assessments during the year, if necessary.
- e. Determine whether, and by what method, new member agencies shall be allowed into the program consistent with Article III of the Bylaws, including adoption of amendments to Article III requirements.
- f. Appoint and dissolve working committees and/or by contracting for services with a third party.
- g. Insure that a complete and accurate system of accounting for all funds is maintained at all times.
- h. Determine the manner in which the establishment, governance, implementation, coordination, administration and operations of a Local Plan shall be undertaken.
- i. Maintain, or cause to be maintained, accurate records for all risks insured against and accurate records of all claims paid.
- j. Provide for ancillary and related services.

POLICIES AND PROCEDURES

- k. Enter into contracts consistent with the terms of the Joint Powers Agreement and Bylaws, and in accordance with California law.
- l. Make appropriate periodic reports to the member agencies on the status of CAHELP JPA and its programs.
- m. Adopt an annual budget for CAHELP JPA.
- n. Oversee the activities of all other CAHELP JPA committees.
- o. Annually evaluate or cause to be evaluated the performance of the CAHELP JPA staff.
- p. Perform any and all other functions necessary and appropriate to accomplish the purpose of CAHELP JPA at the discretion of the Governance Council.

BOARD POLICY: CHIEF EXECUTIVE OFFICER RESPONSIBILITIES

SECTION 0000 – ORGANIZATION

0003 CAHELP Chief Executive Responsibilities

- 0003.1 The CAHELP JPA CEO shall act as Secretary of the CAHELP JPA Governance Council. As Secretary, he/she shall, in consultation with the Chairperson on the Governance Council, do the following:
- a. Prepare and distribute the Council Agenda;
 - b. Prepare and distribute the Council Minutes;
 - c. Handle and care for all Council records and documents; and
 - d. Submit to the Chairperson of the Council all correspondence addressed to the Governance Council.

BOARD POLICY: CAHELP MEMBERSHIP LISTING

SECTION 0000 - ORGANIZATION

0004 CAHELP Membership Listing

The Chief Executive Officer shall maintain a current listing of [Members of the CAHELP](#) and shall post a list of those Members on the CAHELP website in the Members Only Section.

url: <http://www.cahelp.org/aboutus/gov/leas>

BOARD POLICY: CAHELP GOVERNANCE COUNCIL LISTING

SECTION 0000 - ORGANIZATION

- 0005 CAHELP Governance Council Listing
The Chief Executive Officer shall maintain a current listing of the Governance Council that shall include the name of each Member representatives and alternates. Such listing shall be distributed to Members at least annually or as changes occur. A list of the Governance Council members is included as Appendix B.

BOARD POLICY: ACCESSIBILITY

SECTION 0000 – ORGANIZATION

- 0006 Strategic Plan for Web Accessibility
CAHELP values diverse experiences and perspectives and strives to fully include everyone who engages with the organization. Therefore, CAHELP is committed to ensuring that individuals with disabilities have an opportunity equal to that of nondisabled peers accessing CAHELP programs, benefits, and services, including those delivered through Information Technology (IT). The CAHELP Strategic Plan for Web Accessibility establishes a foundation for equality of opportunity and provides guidance to ensure equal access to IT the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media in accordance with applicable State and Federal laws including, but not limited to, Sections 504 and 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), as amended. A copy of the Strategic Plan for Web Accessibility is included Appendix C.

BOARD POLICY: JPA AGREEMENT

SECTION 1000 – GOVERNANCE

- 1001 Joint Powers Authorities Agreement
CAHELP shall be governed by the terms and conditions of the CAHELP JPA bylaws effective April 11, 2014 and subsequent amendments. Any amendments thereto shall be adopted according to the terms of the Agreement and the Bylaws. A copy of the Agreement and Bylaws are attached and are included as Appendix D.

BOARD POLICY: GOVERNANCE COUNCIL

SECTION 1000 – GOVERNANCE

- 1002 Governance Council
- 1002.1 Each member LEA of the Desert/Mountain SELPA shall appoint primary representatives (superintendent or CEO) to the Governance Council. Such representative shall serve at the pleasure of the member LEA. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote.
- 1002.2 Two representatives of the Desert/Mountain Charter SELPA will be appointed by the Executive Council of the Charter SELPA to represent the Charter SELPA at CAHELP JPA Governance Council meetings. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote.
- 1002.3 Each member of the Governance Council may designate in writing an alternate representative, including but not limited to, another member of the Governance Council (“proxy”), if the Superintendent/CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO for the purpose of decision-making. Such a designation must be received by the Chief Executive Officer prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting.
- 1002.4 Each member LEA representative are expected to attend all meetings of the Governance Council. Repetitive unexcused absences of a member LEA representative may be cause for termination pursuant to Article IX of the CAHELP JPA Bylaws.
- 1002.5 Special board meetings may be called at the request of the Chief Executive Officer of CAHELP JPA or in response to a request for a governance council meeting by any seven or more LEA members.
- 1002.6 The meetings of the Governance Council will occur four times annually. The location will be determined by the Chief Executive Officer of the CAHELP JPA.
- 1002.7 The President, or in his/her absence, the Vice President, shall conduct all meetings of the Governance Council. Should a conflict of interest arise which involves the president, the Vice President shall conduct that portion of the meeting which gave rise to the conflict.
- 1002.8 The Chief Executive Officer, California Association of Health & Education Linked Professions (CAHELP), Joint Powers Authority (JPA), 17800 Highway 18, Apple Valley,

POLICIES AND PROCEDURES

CA 923079, is the specific location designated to receive notices, correspondence, and other communications pertaining to CAHELP JPA.

- 1002.9 The President of the Governance Council is designated the official officer for the purpose of receiving service on behalf of the Governance Council.
- 1002.10 The Governance Council shall cause to be posted, agendas of regular meetings not less than 72 hours in advance of such meetings, in the CAHELP office or as required by the Brown Act. Agendas of special meetings shall be posted in the same location not less than 24 hours in advance of such meetings.
- 1002.11 The Governance Council shall cause to be filed such notices as are required by Sections 6503.5 and 53051 of the Government Code of the State of California.
- 1002.12 Pursuant to the CAHELP JPA agreement, the Governance Council has exclusive authority for the following functions:
- a. Establish and amend the Bylaws, and adopt and enforce policies, program instruments and agreements, codes of conduct, rules and regulations not inconsistent with applicable law or with the Joint Powers Agreement as may be necessary for CAHELP JPA and the functions of the Governance Council.
 - b. Provide for the management and administration of CAHELP JPA and CAHELP JPA-related programs and services in a manner that is in the best interests of CAHELP JPA and its member agencies. This power shall include (but not be limited to) the power to employ and terminate a management firm or third party, to employ staff, to acquire or contract for facilities and vendor support, and to engage in such activities and transactions as permitted under the Joint Powers Agreement, Bylaws, California law, and such policies as adopted by the Governance Council.
 - c. Determine contributions or other formulas and the method or methods by which such contributions shall be paid by member agencies.
 - d. Provide for additional assessments during the year, if necessary.
 - e. Determine whether, and by what method, new member LEAs shall be allowed into the program consistent with Article III of the Bylaws.
 - f. Appoint and dissolve working committees and/or by contracting for services with a third party.
 - g. Insure that a complete and accurate system of accounting for all funds is maintained at all times.
 - h. Determine the manner in which the establishment, governance, implementation, coordination, administration and operations of a Local Plan shall be undertaken.
 - i. Maintain, or cause to be maintained, accurate records for all risks insured against and accurate records of all claims paid.
 - j. Provide for ancillary and related services.

POLICIES AND PROCEDURES

- k. Enter into contracts consistent with the terms of the Joint Powers Agreement and Bylaws, and in accordance with California law.
- l. Make appropriate periodic reports to the member agencies on the status of CAHELP JPA and its programs.
- m. Adopt an annual budget for CAHELP JPA.
- n. Oversee the activities of all other CAHELP JPA committees.
- o. Annually evaluate or cause to be evaluated the performance of the CAHELP JPA staff.
- p. Perform any and all other functions necessary and appropriate to accomplish the purpose of CAHELP JPA in the discretion of the Governance Council.

BOARD POLICY: BOARD POLICIES

SECTION 1000 – GOVERNANCE

1003 Board Policies

The CAHELP JPA adopted the Policies contained in this Manual on **September 07, 2018**. The Governance Council may from time to time adopt additional Policies and amend or delete existing ones.

BOARD POLICY: CONFLICT OF INTEREST CODE

SECTION 1000 – GOVERNANCE

1004 Conflict of Interest Code

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the term of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to its duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of CAHELP JPA.

Pursuant to Section 4(A) of the Standard Code, designated individuals shall file Statements of Economic Interests, and supplementary information that may from time to time be required, with the Office of the Chief Executive Officer of CAHELP JPA.

BOARD POLICY

APPENDIX

Designated Positions	Disclosure Category
Members of the Executive Council and Governance Council and Alternates	1, 2, 3, 4, 5
CAHELP Chief Executive Officer	1, 2, 3, 4, 5
All JPA Managers	1, 2, 3, 4, 5
Contract Claims Administrators	1, 3, 4
Legal Counsel	1, 3, 4
Consultants*	1, 3, 4

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:*

The Chief Executive Officer may determine in writing that a particular consultant, although a “designated position” is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and based upon that description, a statement of the extent of disclosure requirements. The Chief Administrative Officer’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code

DISCLOSURES

DISCLOSURE CATEGORY 1

Persons designated in this category must disclose business entities in which they have an investment, or hold business positions, or which are sources of income to them if such entities or sources of income filed claims pending, against any member LEA of CAHELP JPA during the reporting period.

DISCLOSURE CATEGORY 2

Persons designated in this category must disclose business entities in which they have an investment, or hold business positions, or which are sources of income to them if the business entities are the type in which CHALEP JPA is empowered to invest its funds.

DISCLOSURE CATEGORY 3

Persons designated in this category must disclose business entities in which they have an investment, or hold business positions, or which are sources of income to them if the business entities are of the type that contract with CAHELP JPA to supply goods, services, materials, or leased space.

DISCLOSURE CATEGORY 4

Persons designated in this category must disclose investments and business positions in business entities and sources of income that are insurance companies, carriers, holding companies, underwriters, agents, solicitors, or brokers.

DISCLOSURE CATEGORY 5

Persons designated in this category must disclose interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the association.

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and will file Form 700.

Members and Alternate Members of the CAHELP Governance Council, inclusive of the Desert/Mountain Charter SELPA Executive Committee.

BOARD POLICY: MEMBER FUNDS

SECTION 2000 - ADMINISTRATION

2001.1 Member Funds

- a. CAHELP JPA is strictly accountable for all funds received and disbursed by it, and to that end shall establish and maintain such funds and accounts as may be required by acceptable accounting practices, by any provision of law or any resolution or policy of CAHELP JPA, and as consistent with the Joint Powers Agreement, the Bylaws, and California law.
- b. The Treasurer of the County of San Bernardino, unless otherwise designated by the Governance Council, shall be the depository and custodian of CAHELP JPA funds, from whatever source, whether directly or pursuant to contract with the Office of the San Bernardino County Superintendent of Schools, provided that a separate trust fund may be established for the payment of claims as authorized under California law.
- c. Each program year of CAHELP JPA shall operate separately from every other program year in regard to its assets and obligations. Those assets and obligations are pooled assets and obligations of the member agencies which participate in each distinct and separate program year.
- d. Should the total obligations for a program year of CAHELP JPA exceed the total assets of that year, that year's members may be assessed a pro rata share of the additional contribution required as determined and approved by the Governance Council. This provision shall apply to both active member agencies and withdrawing/terminated member agencies.
- e. To the extent necessary, all contributions, revenues, obligations, expenditures, and disbursements of CAHELP JPA that can be separately and distinctly identified by program year shall be accounted for separately by each program year. All contributions, revenues, obligations, expenditures, and disbursements of CAHELP JPA that cannot be separately and distinctly identified by program year shall be allocated to each program year in a manner as determined by the Governance Council.
- f. In the event of the dissolution of CAHELP JPA, the complete rescission or other final termination of CAHELP JPA by all LEAs then a party hereto, any property interest remaining in CAHELP JPA following a discharge of all of CAHELP JPA's existing obligations and establishment of reserves for anticipated expenses, shall be returned to the member LEAs. The amounts returned to each member shall be in accordance with the member LEAs portion of net assets (i.e., "equity") as determined by the Governance Council. Only member LEAs in CAHELP JPA

POLICIES AND PROCEDURES

shall be entitled to an allocation of any remaining equity, unless otherwise determined by the Governance Council.

- g. The Governance Council shall contract with a Certified Public Accountant for an annual audit of the accounts and records of CAHELP JPA whether directly or pursuant to a contract with the Office of the San Bernardino County Superintendent of Schools. The audit shall be conducted in full compliance with all requirements under the California Government Code applicable to joint power authorities and shall conform to generally accepted auditing standards. On completion, the audit report shall be provided to or otherwise filed with each member agency within six (6) months of the end of the fiscal year under examination, unless otherwise extended by the Governance Council.

BOARD POLICY: RECORDS RETENTION

SECTION 2000 - ADMINISTRATION

2002 Records Retention

2002.1 The JPA will ensure that either CAHELP or their Administrative Agent shall have a written policy and implement processes to address the protection of electronic data security with respect to:

- a. Disaster recovery
- b. Physical and electronic data security
- c. Electronic data retention
- d. Protection of electronic data as required by Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable.

2002.2 CAHELP has an obligation to create and maintain records and information in accordance with accepted records management practices and standards. It shall be the Association's policy to maintain records in accordance with the following Records Retention Schedule.

RECORDS RETENTION SCHEDULE

Type	Title	Retention Period
Administration	Correspondence Regulations and Procedures Accreditation	5 years
Governance Council	Agendas Meeting Notices Meeting Minutes Resolutions Policy	Permanent Permanent Permanent Permanent Permanent
Committees	Agendas – Executive Council Agendas – Finance Committee Agendas – Steering Committee Minutes – Executive Council Minutes – Finance Committee Minutes – Steering Committee	Permanent Permanent Permanent Permanent Permanent Permanent

POLICIES AND PROCEDURES

Type	Title	Retention Period
Contracts	Contracts, Agreements, Memorandum of Understandings (MOUs)	7 years following end of contract
Financial	Accounts Payable <ul style="list-style-type: none"> • Correspondence • A/P Distribution Journal • Cash Disbursements • Expense Reports • Invoices 	Permanent
	Accounts Receivable <ul style="list-style-type: none"> • A/R Register • Aged Trial Balance • Invoices 	Permanent
Insurance	Insurance Policies Endorsements Contribution Determinations Claims Audits Actuarial Studies	Permanent Permanent Permanent 5 years Permanent
Legal	General Correspondence Attorney Correspondence Conflict of Interest Code Conflict of Interest Statements Litigation Opinions Claims Files	5 years 5 years Permanent 7 years 2 years after litigation is concluded Permanent 2 years after closing (TPA – 7 years after closing)
Miscellaneous	Audit Reporting <ul style="list-style-type: none"> • Correspondence/Worksheet • Annual Financial Reports • State Controller’s Report 	Permanent
	Banking <ul style="list-style-type: none"> • Correspondence • Bank Reconciliations • Bank Statements • Cancelled Voided Checks 	Permanent

POLICIES AND PROCEDURES

Type	Title	Retention Period
	<ul style="list-style-type: none">• Deposit Slips• Signature Authorizations	
	Ledgers <ul style="list-style-type: none">• Account Analysis• Balance Sheets• General Ledger• Journal Entries	Permanent
Miscellaneous		Permanent

BOARD POLICY: APPLICABILITY OF CODE

SECTION 6000 – CONTRACTED SERVICES

- 6001 Applicability of Code
- 6001.1 It is anticipated that all contracted services sought by CAHELP JPA shall be of the type requiring specialized skill, training and experience pursuant to Section 53060 of the Government Code of the State of California.
- 6001.2 Contracts for any services not exempt under Government Code Section 53060 shall be subject to the requirements of the Public Contracts Code.
- 6001.3 Selection of Contractor/Consultant
 - a. The Chief Executive Officer shall recommend to the Governance Council the means by which a contractor or consultant is selected. Considering the expertise required for the services to be performed, this may be a direct award to a qualified contractor, or by using the “bid” process.
 - b. The Governance Council shall be the final authority for determining the means by which a contractor/consultant is selected and shall also authorize CAHELP JPA to enter into such contracts as are deemed appropriate. The Governance Council may delegate this authority to the Chief Executive Officer.
- 6001.4 Contract Review
 - a. All new contracts pertaining to meeting the goals of CAHELP JPA as presented by the Governance Council will be brought to the Governance Council for review and approval prior to the execution of such contract.
 - b. Contract renewals which have previously been approved as by the Governance Council, and do not contain any substantive change of form, shall not require additional review by the Governance Council.
- 6001.5 Contracts
 - a. Contracts which have been reviewed, approved and authorized by the Governance Council may be executed by the Chief Executive Officer.
 - b. The Chief Executive Officer shall have authority to execute all contracts based on approved budget by the Governance Council.

SECTION II: APPENDIXES

APPENDIX A: MEMBERSHIP

Public educational agencies located within the State of California are eligible for membership in the CAHELP JPA, provided that membership is contingent upon being a signatory to the Joint Powers Agreement and satisfaction of the requirements of Article III, Section C, of the CAHELP JPA Bylaws.

ARTICLE III, SECTION C OF CAHELP BYLAWS

Public educational agencies applying for membership in CAHELP JPA shall be subject to the following conditions for review and approval.

- 0001 Submission of a completed CAHELP JPA questionnaire and provision to CAHELP JPA, through its Governance Council or designee, of requested information on the agency;
- 0002 Evaluation of the applicant public educational agency's experience by CAHELP JPA;
- 0003 Determination of eligibility by CAHELP JPA and the conditions and terms under which the applicant may be admitted to membership, and applicant's acceptance of those terms and conditions;
- 0004 Execution of the Joint Powers Agreement and such other program agreements and documents as requested by CAHELP JPA, and provision to CAHELP JPA of a Resolution formally adopted by the applicant's governing body authorizing execution of the Joint Powers Agreement;
- 0005 Applicant's receipt, review and agreement to comply with the Bylaws of CAHELP JPA;
- 0006 The applicant shall become a member agency in CAHELP JPA upon formal approval of the Governance Council and signature to the Joint Powers Agreement.

APPENDIX B: COUNCIL MEMBERS / ALTERNATES

CEO/Superintendent	District/LEA	Alternate
Lisa Lamb, CEO	Academy for Academic Excellence 17500 Mana Road Apple Valley, CA 92307 760.946.5414	
Amy Nguyen-Hernandez, Ed.D. Superintendent	Adelanto Elementary SD P.O. Box 70 Adelanto, CA 92301-0070 760.246.8691	
Sebastian Cognetta Chief Executive Officer	Allegiance STEAM Academy – Thrive 5862 C Street Chino, CA 91710 909.465.5404	
Thomas Hoegerman Superintendent	Apple Valley USD 12555 Navajo Road Apple Valley, CA 92308 760.247.8001	
Kate Bean Chief Executive Officer	Aveson Global Leadership Academy 575 W. Altadena Drive Altadena, CA 91001 626.797.1438	
Kate Bean Chief Executive Officer	Aveson School of Leaders 1919 Pinecrest Drive Altadena, CA 91001 626.797.1440	
Ronda Tremblay Superintendent	Baker Valley USD P.O. Box 460 Baker, CA 92309-0460 760.733.4567	

APPENDIX B: COUNCIL MEMBERS / ALTERNATES

CEO/Superintendent	District/LEA	Alternate
Gerald McFadden Chief Executive Officer	Ballington Academy for the Arts and Sciences 1525 West Main Street El Centro, CA 92243 760.353.0140	
Jeff Malan Superintendent	Barstow USD 551 S. Avenue H Barstow, CA 92311-3795 760.255.6032	
Mary Suzuki, Ed.D. Superintendent	Bear Valley USD P.O. Box 1529 Big Bear Lake, CA 92315 909.866.4631	
Debbie Tarver Chief Executive Officer	Desert Trails Preparatory Academy 14350 Bellflower Street Adelanto, CA 92301 760.536.7680	
Denise Griffin Chief Executive Officer	Encore High School -Riverside 3460 Orange Street Riverside, CA 92501 951.824.1358	
Denise Griffin Chief Executive Officer	Encore Jr./Sr. High School 16955 Lemon Street Hesperia, CA 92345 760.956.2632	
Peter Wright, CEO	Excelsior Charter Schools 7151 SVL Box Victorville, CA 92392 760.245.4262	
Ian Pumpian, Ph.D., CEO	Health Sciences High & Middle College 3910 University Drive Suite 100 San Diego, CA 92105-7302 619.528.9070	
Ross Swearingen	Helendale SD	

APPENDIX B: COUNCIL MEMBERS / ALTERNATES

CEO/Superintendent	District/LEA	Alternate
Superintendent	P.O. Box 249 Helendale, CA 92342 760.952.1183	
David Olney Superintendent	Hesperia USD 15576 Main Street Hesperia, CA 92345-3643 760.244.4411	
Larry Rosenstock, CEO	High Tech High & HTH SW Benefit Charter 2861 Womble Road San Diego, CA 92106 619.243.5014	
Willie Oliver / Tanya Taylor Chief Executive Officer	Julia Lee Performing Arts Academy 19740 Grand Avenue Lake Elsinore, CA 92530 951.638.4302	
Debbie Tarver Chief Executive Officer	LaVerne Elementary Preparatory Academy 7280 Oxford Avenue Hesperia, CA 92345 760.948.4333	
Peter Livingston Superintendent	Lucerne Valley USD 8560 Aliento Road Lucerne Valley, CA 92356 760.248.6026	
Mary McNeil, Ed.D. Superintendent	Needles USD 1900 Erin Drive Needles, CA 92363-2699 760.326.3142	
Lauren O'Neill Chief Executive Officer	Odyssey Charter South (OCS- South) 524 Palisade Street Pasadena, CA 91001 626.229.0993	
Lauren O'Neill Chief Executive Officer	Odyssey Charter School 727 W. Altadena Drive	

APPENDIX B: COUNCIL MEMBERS / ALTERNATES

CEO/Superintendent	District/LEA	Alternate
	Altadena, CA 91001 626.229.0993	
Heather Griggs, Ed.D. Superintendent	Oro Grande SD P.O. Box 386 Oro Grande, CA 92368-0386 760.243.5884	
Shawn Brumfield Chief Executive Officer	Pasadena Rosebud Academy 3544 North Canon Blvd. Altadena, CA 91001 626.797.7704	
Roy Kim Interim Chief Executive Officer	Pathways to College 9144 Third Avenue Hesperia, CA 92345 760.949.8002	
Ted Alejandre County Superintendent	SBCSS 601 North E Street San Bernardino, CA 92415 909.386.2406	
Jessie Najera Superintendent	Silver Valley USD P.O. Box 847 Yermo, CA 92398-0847 760.254.2916	
Ryan Holman, Ed.D. Superintendent	Snowline JUSD P.O. Box 296000 Phelan, CA 92329-6000 760.868.5817	
Tim Smith Executive Director	Taylion High Desert Academy 11336 Bartlett, Unit 9 Adelanto, CA 92394 760.246.0088	
Keith Tomes, Ed.D. Superintendent	Trona JUSD 83600 Trona Road Trona, CA 93562 760.372.2815	
Jan Gonzales Superintendent	Victor Elementary SD 12219 Second Avenue Victorville, CA 92395	

APPENDIX B: COUNCIL MEMBERS / ALTERNATES

CEO/Superintendent	District/LEA	Alternate
	760.245.1691	
Ron Williams, Ed.D. Superintendent	Victor Valley Union High School District 16350 Mojave Drive Victorville, CA 92395-3655 760.955.3200	

APPENDIX C: STRATEGIC PLAN FOR WEB ACCESSIBILITY

ORGANIZATIONAL STATEMENT

The CAHELP values diverse experiences and perspectives and strives to fully include everyone who engages with the organization. Therefore, CAHELP is committed to ensuring that individuals with disabilities have an opportunity equal to that of nondisabled peers accessing CAHELP programs, benefits, and services, including those delivered through information technology (IT). The CAHELP Strategic Plan for Web Accessibility establishes a foundation for equality of opportunity and provides guidance to ensure equal access to IT the CAHELP purchases, creates, and uses, such as websites, software, hardware, and media in accordance with applicable state and federal laws including, but not limited to, Sections 504 and 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act as amended (ADA).

The Strategic Plan for Web Accessibility shall apply to all new, updated, and existing online web content and functionality. The goal of the CAHELP is that all web content will meet Web Accessibility Content Guidelines (WCAG) 2.0 at Level Conformance AA. The most recent copy of the [CAHELP Strategic Plan for Web Accessibility](#) can be found on the CAHELP website.

url: www.cahelp.org/accessibility/standards

APPENDIX D: BYLAWS

The most recent [CAHELP JPA Foundation Bylaws](#) can be found on CAHELP's website.

url: <http://www.cahelp.org/common/pages/DisplayFile.aspx?itemId=47535488>

PREAMBLE

The California Association of Health & Education Linked Professions Joint Powers Authority ("CAHELP"), a joint powers authority ("JPA" or "Authority") formed under the authority of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (Section 6500 et seq.) is established for the purpose of providing for the administration of a special education service region for the implementation of the state mandated special education program for the benefit of public educational agencies who are members hereof, for such ancillary and related programs and services, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding such programs and services.

ARTICLE I. NAME

The name of the joint powers authority is the California Association of Health and Education Linked Professions, ("CAHELP JPA" or the "Authority").

ARTICLE II. POWERS

CAHELP JPA shall have the power to:

A. Exercise any power available to joint power authorities and public entities under California law, including any power of or common to the public educational agencies which are parties to the Joint Powers Agreement, provided that such powers are exercised in the furtherance of the purposes and functions of CAHELP JPA, and in the manner that such powers may be exercised by public educational agencies and joint power authorities in the State of California and not prohibited under California law.

B. Provide member agencies with a comprehensive plan, organization and administration to establish, govern, implement and coordinate, and operate a Local Plan for the education of individuals with exceptional needs, and to establish such ancillary and related programs and services as may be necessary and appropriate.

APPENDIX D: BYLAWS

C. Establish and maintain such funds and segregated accounts as necessary for the programs, activities, and purposes of CAHELP JPA.

D. Acquire, hold, and dispose of property, real and personal, for the purpose of providing the member agencies with the necessary education, study, development, and programs, as well as ancillary and related services, including, but not limited to, the acquisition of necessary facilities and equipment; the hiring and retention of staff; the making and entering into contracts including inter-agency agreements and programs of benefit to member agencies and CAHELP JPA; the operations and maintenance of systems for the Local Plan; and the incurring of debts, liabilities, or obligations.

E. Receive, accept, and utilize the services of personnel offered by any member agency or its representatives or agents; to receive, accept, and utilize property, real or personal, from any member agency or its agents or representatives; to enter into joint programs with member agencies to assist in the development of programs, services, and emerging technologies and processes supportive of public educational agencies; to receive, hold, dispose of, to construct, operate, and maintain buildings and other improvements; and to receive, accept, expend, and disburse funds by contract or otherwise, for the purposes consistent with the purposes and authority of CAHELP JPA which funds may be provided by any member agency or its agents or representatives.

F. Adopt such policies, codes, and procedures consistent with the functions and purposes of CAHELP JPA.

G. Perform such other functions as may be necessary or appropriate to carry out the purposes of CAHELP JPA consistent with the Joint Powers Agreement, these Bylaws and California law.

ARTICLE III. MEMBERSHIP

A. Public educational agencies located within the State of California are eligible for membership in CAHELP JPA, provided that membership is contingent upon being a signatory to the Joint Powers Agreement and satisfaction of the requirements of Article III, Section C of these Bylaws.

B. Should any member agency reorganize in accordance with state statutes, the successor-in-interest or successors-in-interest to the obligation of any such reorganized member shall be substituted as a member, provided that the reorganized member continues to be a public educational agency under California law as defined in Article III, Section 1 of the Bylaws and a new signatory to the Joint Powers Agreement, and complies with Article III, Section C.

C. Public educational agencies applying for membership in CAHELP JPA shall be subject to the following conditions for review and approval:

APPENDIX D: BYLAWS

1. Submission of a completed CAHELP JPA questionnaire and provision to CAHELP JPA, through its Governance Council or designee, of requested information on the agency;
2. Evaluation of the applicant public educational agency's experience by CAHELP JPA;
3. Determination of eligibility by CAHELPJPA and the conditions and terms under which the applicant may be admitted to membership, and applicant's acceptance of those terms and conditions;
4. Execution of the Joint Powers Agreement and such other program agreements and documents as requested by CAHELPJPA, and provision to CAHELP JPA of a Resolution formally adopted by the applicant's governing body authorizing execution of the Joint Powers Agreement;
5. Applicant's receipt, review, and agreement to comply with the Bylaws of CAHELP JPA;
6. The applicant shall become a member agency in CAHELP JPA upon formal approval of the Governance Council and signature to the Joint Powers Agreement.

D. Upon admission to membership in CAHELP JPA, each member agency shall become eligible to participate in the programs and services of CAHELP JPA.

ARTICLE IV. FORMATION OF THE GOVERNANCE COUNCIL

A. The CAHELP JPA Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain Special Education Local Plan Area, and two (2) CEO representatives from the Desert/Mountain Charter Special Education Local Plan Area. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote. Each member of the Governance Council may designate in writing an alternate representative, including but not limited to another member of the Governance Council ("proxy"), if the Superintendent/CEO or CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO or CEO for the purpose of decision-making. Such a designation must be received by the Chief Executive Officer prior to the commencement of a scheduled meeting of the Governance Council and shall be good only for that meeting. One-third of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

B. Upon initial appointment, and annually thereafter in May, the Governance Council shall organize, elect officers, including a chair and vice-chair(s) from its members, with the secretary designated pursuant to Article VI. The elected officers will assume their roles and responsibilities as of July 1 of the next fiscal year. The Chairperson of the council shall preside at all meetings and shall be responsible for the Agenda, unless otherwise designated. He/she

APPENDIX D: BYLAWS

shall have the same rights as the other members of the Council in voting, introducing motions and resolutions and any discussion of questions that follow. In the absence of the Chairperson, the Vice Chairperson shall preside over all meetings of the Council. If the Chairperson and Vice Chairperson of the Council are both absent, the remaining members present shall elect one of their group to act as temporary chairperson.

C. No one serving on the Governance Council shall receive any salary, compensation, or other consideration from CAHELP JPA.

D. Membership on the Governance Council may cease for any of the reasons stated below, subject to the Governance Council taking formal action to terminate or ratify the termination of any Governance Council member.

1. Voluntary resignation.
2. If the member represented by the Governance Council member ceases to be a member of CAHELP JPA.
3. If the Governance Council member ceases to be a full-time employee of the nominating member public educational agency.
4. For a violation of CAHELP JPA policies, procedures, and codes of conduct.
5. By a two-thirds vote of the full Governance Council without cause or by a unanimous vote of the Governance Council if all elected members are not in attendance (and excluding the subject member being terminated).

ARTICLE V. DUTIES OF THE GOVERNANCE COUNCIL

The Governance Council shall have the authority to exercise the powers of CAHELP JPA as set forth in the Joint Powers Agreement and in these Bylaws, and in accordance with California law, including enforcement of CAHELP JPA policies, procedures, codes and program instruments. In addition, the Governance Council is specifically empowered to:

A. Establish and amend the Bylaws, and adopt and enforce policies, program instruments and agreements, codes of conduct, rules, and regulations not inconsistent with applicable law or with the Joint Powers Agreement as may be necessary for CAHELP JPA and the functions of the Governance Council.

B. Provide for the management and administration of CAHELP JPA and CAHELP JPA-related programs and services in a manner that is in the best interests of CAHELP JPA and its member agencies. This power shall include (but not be limited to) the power to employ and terminate a management firm or third party, to employ staff, to acquire or contract for facilities and vendor support, and to engage in such activities and transactions as permitted under the Joint Powers Agreement, Bylaws, California law, and such policies as adopted by the Governance Council.

C. Determine contributions or other formulas and the method or methods by which such contributions shall be paid by member agencies.

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- D. Provide for additional assessments during the year, if necessary.
- E. Determine whether, and by what method, new member agencies shall be allowed into the program consistent with Article III of the Bylaws, including adoption of amendments to Article III requirements.
- F. Appoint and dissolve working committees and/or by contracting for services with a third party.
- G. Insure that a complete and accurate system of accounting for all funds is maintained at all times.
- H. Determine the manner in which the establishment, governance, implementation, coordination, administration, and operations of a Local Plan shall be undertaken.
- I. Maintain, or cause to be maintained, accurate records for all risks insured against and accurate records of all claims paid.
- J. Provide for ancillary and related services.
- K. Enter into contracts consistent with the terms of the Joint Powers Agreement and Bylaws, and in accordance with California law.
- L. Make appropriate periodic reports to the member agencies on the status of CAHELP JPA and its programs.
- M. Adopt an annual budget for CAHELP JPA.
- N. Oversee the activities of all other CAHELP JPA committees.
- O. Annually evaluate or cause to be evaluated the performance of the CAHELP JPA staff.
- P. Perform any and all other functions necessary and appropriate to accomplish the purpose of CAHELP JPA in the discretion of the Governance Council.

ARTICLE VI. CHIEF EXECUTIVE OFFICER

The CAHELP JPA CEO shall act as Secretary of the CAHELPJPA Governance Council. As Secretary, he/she shall, in consultation with the Chairperson on the Governance Council, do the following:

1. Prepare and distribute the Council Agenda;
2. Prepare and distribute the Council Minutes;
3. Handle and care for all Council records and documents; and
4. Submit to the Chairperson of the Council all correspondence addressed to the Governance Council.

ARTICLE VII. MEETINGS

A. The Governance Council shall meet every quarter, unless otherwise determined by the Governance Council. All other committees, including Standing Committees and Ad Hoc Committees, shall meet on an as-needed basis.

APPENDIX D: BYLAWS

B. The Governance Council shall, at its June meeting or prior to or at its last meeting of each fiscal year, approve the date and time for its regular meetings. All members and member agencies shall be notified of the meeting schedule.

C. Meetings of the Governance Council, or any other Standing Committee may be called as necessary provided that notice is given in compliance with the Brown Act, where required, and under California law.

D. One-third of the members, represented in person or by proxy, shall constitute a quorum for a meeting of the Governance Council. For any Standing Committee of CAHELP JPA, a majority shall constitute a quorum for the transaction of business. All non-voting alternates shall also be entitled to attend meetings of the Governance Council.

E. An Agenda of items to be discussed shall be prepared for all meetings and shall be made available at least three (3) working days prior to regularly scheduled Governance Council or other Standing Committee meetings, where required under the Brown Act and California law.

Agendas for Special Meetings and Emergency Meetings will be made available in accordance with the provisions of the Brown Act and California Law.

F. Minutes shall be kept of all Open Sessions of meetings held by the Governance Council and other Standing Committees.

G. Items may be placed on the Agendas for meetings of the Governance Council and other Standing Committees, providing a written request is received by the Chief Executive Officer from a member of that Committee at least ten (10) business days prior to the regularly scheduled meeting, absent circumstances precluding earlier notice and request.

H. Any member of the public desiring to make a personal appearance before the Governance Council or any other Standing Committee of CAHELP JPA to discuss an item of interest shall be limited to a maximum of five (5) minutes, and all public comments shall be limited to fifteen (15) minutes and allocated equally to each member of the public making an appearance, unless otherwise allowed by the Governance Council in its discretion.

ARTICLE VIII. FINANCE

A. CAHELPJPA is strictly accountable for all funds received and disbursed by it, and to that end shall establish and maintain such funds and accounts as may be required by acceptable accounting practices, by any provision of law or any resolution or policy of CAHELP JPA, and as consistent with the Joint Powers Agreement, these Bylaws and California law.

B. The Treasurer of the County of San Bernardino, unless otherwise designated by the Governance Council, shall be the depository and custodian of CAHELP JPA funds, from whatever source, whether directly or pursuant to contract with the Office of the San Bernardino County Superintendent of Schools, provided that a separate trust fund may be established for the payment of claims as authorized under California law.

APPENDIX D: BYLAWS

C. Each program year of CAHELP JPA shall operate separately from every other program year in regard to its assets and obligations. Those assets and obligations are pooled assets and obligations of the member agencies which participate in each distinct and separate program year.

D. Should the total obligations for a program year of CAHELP JPA exceed the total assets of that year, that year's members may be assessed a pro rata share of the additional contribution required as determined and approved by the Governance Council. This provision shall apply to both active member agencies and withdrawing/terminated member agencies.

E. To the extent necessary, all contributions, revenues, obligations, expenditures, and disbursements of CAHELP JPA that can be separately and distinctly identified by program year shall be accounted for separately by each program year. All contributions, revenues, obligations, expenditures, and disbursements of CAHELP JPA that cannot be separately and distinctly identified by program year shall be allocated to each program year in a manner as determined by the Governance Council.

F. In the event of the dissolution of CAHELP JPA, the complete rescission or other final termination of CAHELP JPA by all member agencies then a party hereto, any property interest remaining in CAHELP JPA following a discharge of all of CAHELP JPA's existing obligations and establishment of reserves for anticipated expenses, shall be returned to the member agencies. The amounts returned to each member shall be in accordance with the member agency's portion of net assets (i.e., "equity") as determined by the Governance Council. Only member agencies in CAHELP JPA shall be entitled to an allocation of any remaining equity, unless otherwise determined by the Governance Council.

G. The Governance Council shall contract with a Certified Public Accountant for an annual audit of the accounts and records of CAHELP JPA whether directly or pursuant to a contract with the Office of the San Bernardino County Superintendent of Schools. The audit shall be conducted in full compliance with all requirements under the California Governance Code applicable to joint power authorities and shall conform to generally accepted auditing standards. On completion, the audit report shall be provided to or otherwise filed with each member agency within six (6) months of the end of the fiscal year under examination, unless otherwise extended by the Governance Council.

Article IX. Withdrawal and Termination of Membership

A. Any member agency may withdraw from CAHELP JPA and terminate its status as a signatory to the Joint Powers Agreement effective at the end of any fiscal year of CAHELP JPA by notifying the CAHELP JPA Governance Council in writing at least one year and one day prior to the close of CAHELP JPA's fiscal year unless the Governance Council by unanimous vote agrees to a shorter timeline. Written notice shall include an adopted Resolution by the Board or governing body of the member agency formally approving withdrawal and termination from membership in CAHELP JPA in order to be effective. Such termination as a member

agency in CAHELP JPA shall also result in a termination of the member agency's participation in any CAHELP JPA program or service as of the end of CAHELP JPA's fiscal year. In addition, such written notice shall, when given, result in any employee or representative of the withdrawing member agency being terminated from CAHELP JPA's Governance Council, or any other Standing Committee effective immediately, unless otherwise directed by the applicable committee.

B. Notwithstanding the foregoing, any member agency may rescind its withdrawal notice from CAHELP JPA, inclusive of its withdrawal from CAHELP JPA programs or services, by written notice with an accompanying resolution from the Board or governing body of the member to be received by CAHELP JPA no later than June 30 of the then existing fiscal year of CAHELP JPA and program participation.

C. Upon any withdrawal, or involuntary termination of a member agency, the withdrawing or terminated member agency shall continue to be responsible for the amount of any additional assessments or contingencies required because of costs, obligations, or sums incurred while the withdrawing or terminating member agency was a member of CAHELP JPA and a participant in any program of CAHELP JPA. A withdrawing or terminated member agency shall not be entitled to participate in, or receive any distribution of assets of CAHELP JPA, which assets shall remain the assets of CAHELP JPA.

D. A member agency may be involuntarily terminated from CAHELP JPA by a two-thirds (2/3rd) vote of the Governance Council.

ARTICLE X. LIABILITY

Except as otherwise provided by individual contract, pursuant to the provisions of the Government Code of the State of California, each member agency of CAHELP JPA shall be liable for its pro rata share of all debts and liabilities of CAHELP JPA and its pro rata share of all debts and liabilities of all self-funded programs against members of CAHELP JPA while a member of CAHELP JPA. Notwithstanding the foregoing, all liabilities and equity shall be determined on a program by program basis, with all participants in a given program liable pro rata for all liabilities of a program. To achieve such purpose, each member agency indemnifies and holds harmless the other members and CAHELP JPA, including all past and present CAHELP JPA staff, Governance Council and all members of other Standing Committees, including all past and present officers for any liability, loss, cost, or expense that may be imposed upon such other member in excess of such pro rata liability.

ARTICLE XI. ARBITRATION

A. In the event of a dispute between a member agency and CAHELP JPA, the dispute shall be subject to binding arbitration and all parties shall be bound by the findings and decision of

APPENDIX D: BYLAWS

the Arbitrator(s). All disputes shall be subject to binding arbitration including, but not limited to, any disputes arising between CAHELP JPA and any member agency concerning the Joint Powers Agreement, the Bylaws, any programs, or in any way involving or relating to the operations, management, and activities of CAHELP JPA and/or the right, duties, or obligations of the member agency.

B. The binding arbitration shall be conducted by JAMS, before a single arbitrator from JAMS, unless otherwise agreed between CAHELP JPA and the member agency, and shall be conducted by and under the operative rules and procedures of JAMS.

C. Regardless of the outcome of the arbitration, CAHELP JPA and the member agency shall share equally in the costs of the arbitration and in the compensation of the arbitrator, provided that the arbitrator shall have discretion to award fees and costs to the extent the arbitrator finds any claim or defense to have been presented without an objective and reasonable basis, or to the extent the arbitrator determines that a party engaged in conduct which resulted in unnecessary legal fees and costs.

D. The arbitrator shall consider CAHELP JPA as a governmental agency and risk sharing organization, and the parties relationship as an honorable one and neither a contract of adhesion or otherwise as an agreement between parties with adverse interests. The arbitrator shall seek to enforce the terms of the parties' agreements and the intentions of the parties at the time of entering into those agreements, in a fair and objective manner.

E. A judgment based on the decision of the arbitrator may be entered in any court having jurisdiction upon the request of the member agency or CAHELP JPA.

ARTICLE XII. BYLAWS

A. These Bylaws shall be deemed the instrument by which this Authority is governed.

B. These Bylaws shall not be inconsistent with the Joint Powers Agreement or California law.

ARTICLE XIII. AMENDMENT

A. Amendment to these Bylaws may be proposed by any member agency or by any member of the Governance Council, and the Governance Council shall be empowered to revise and amend these Bylaws. Once amended, the revised Bylaws shall be distributed to all member agencies.

B. All amendments must be approved by two thirds (2/3rd) of a majority of the representatives of the Governance Council sufficient for quorum before the amendment shall become effective.

APPENDIX E: FINANCIAL INFORMATION

BUDGETS

The Governance Council shall annually, on or before July 1, adopt a budget for the ensuing fiscal year.

The CAHELP Executive Team shall establish a budget calendar and recommend a final budget adoption by the Governance Council. Such budget will be included in the Administrative Agent's, if applicable.

The Governance Council shall monitor expenditures from the CAHELP JPA Operating budget. The Governance Council shall have authority with each of the total Program budgets to recommend any intra-budget transfers. The Governance Council may delegate this authority to the Chief Executive Officer

APPENDIX F: JOINT EXERCISE OF POWERS AGREEMENT

The most recent [Joint Exercise of Powers Agreement](#) can be found on the CAHELP website. This is an agreement made and entered into by those school districts, community colleges, public charter schools, and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area (SELPA) and the Desert/Mountain Charter SELPA, providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this agreement and California law.

CAHELP Website: <https://creativecommons.org/licenses/by-sa/3.0/>

APPENDIX G: RESOLUTIONS

The most recent Resolutions are included in the [Governance Council Meeting Minutes](#) and can be found on CAHELP's website.

url: <http://www.cahelp.org/cms/One.aspx?portalId=1092688&pageId=46749155>

APPENDIX H: MEMBER AGENCIES

Academy for Academic Excellence Charter School

Adelanto Elementary School District

Allegiance STEAM Academy – Thrive

Apple Valley Unified School District

Aveson Global Leadership Academy

Aveson School of Leaders

Baker Valley Unified School District

Ballington Academy for the Arts and Sciences

Barstow Unified School District

Bear Valley Unified School District

Desert Trails Preparatory Academy

Encore High School, Riverside

Encore Junior/Senior High School

Excelsior Charter School

Excelsior Corona-Norco

Health Sciences Middle

Health Sciences High and Middle College Charter School

Helendale Elementary School District

High Tech Elementary Point Loma

High Tech Explorer Elementary School

High Tech High Media Arts

High Tech High

High Tech High International

APPENDIX H: MEMBER AGENCIES

High Tech High Middle Media Arts
High Tech High Middle School
High Tech High Learning Statewide Benefit Charter School
Julia Lee Performing Arts Academy
LaVerne Elementary Preparatory Academy
Lucerne Valley Unified School District
Needles Unified School District
Norton Science and Language Academy Charter School
Odyssey Charter – South (OCS-South)
Odyssey Charter
Oro Grande Elementary School District
Pasadena Rosebud Academy
Pathways to College
San Bernardino County Superintendent of Schools
Silver Valley Unified School District
Snowline Joint Unified School District
Taylion High Desert Academy
Trona Joint Unified School District
Victor Elementary School District
Victor Valley Union High School District

The list of [Member LEAs](#) can be found on the CAHELP's website.

url: <http://cahelp.org/aboutus/gov/leas>

APPENDIX I: ORGANIZATIONAL CHART

The most recent [Organizational Chart](#) can be found on CAHELP's website. This chart is a graphical representation of the roles, responsibilities, and relationship between individuals and programs within the organization and a way to visualize CAHELP operations. This chart helps to define the organizational structure, culture, style, and delineates the line of authority and of responsibility each individual in the organization.

CAHELP Website: <http://www.cahelp.org/aboutus>

APPENDIX J: ANNUAL BUDGET AND SERVICE PLANS

ORGANIZATIONAL STATEMENT

The most recent [Annual Service Report and Annual Budget Report](#) are included in the Governance Council meeting minutes and can be found on CAHELP's website.

CAHELP Website: <http://www.cahelp.org/aboutus/lp/abp-asp>



CAHELP JPA
2018 JUL 12 PM 12: 14

Contract Number

18-329

SAP Number

Workforce Development Department

Department Contract Representative	Reg Javier
Telephone Number	909-387-9886
Contractor	California Association Health & Education Linked Professions
Contractor Representative	Jenae Holtz
Telephone Number	On File
Contract Term	June 15, 2018 through June 30, 2021
Original Contract Amount	Aggregate Maximum Obligation Amount \$13,548,500
Amendment Amount	
Total Contract Amount	Aggregate Maximum Obligation Amount \$13,548,500
Cost Center	5711042260

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is entered into by and between San Bernardino County (County) on behalf of the Workforce Development Department (WDD) and California Association Health & Education Linked Professions (Service Provider). County and Service Provider are individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, WDD desires to provide services and training for eligible enrolled youth;

WHEREAS, WDD has been allocated funds under the Title I Workforce Innovation and Opportunity Act Youth Program to provide such services in San Bernardino County;

WHEREAS, WDD finds the Service Provider qualified to provide Title I Workforce Innovation and Opportunity Act Youth Program services;

WHEREAS, WDD desires that such services be provided by the Service Provider and Service Provider agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated in to the body of this Contract, and the mutual covenants, terms and conditions contained herein, the Parties agree as follows:

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I. CONTRACT SPECIFICATIONS

Contract Representatives. The Contract representatives are:

1. **Contract Administrator**
 Representative: Workforce Development Department
 DUNS:102543597
 Reg Javier, Deputy Executive Officer
 Address: 290 North D Street, Suite 600
 San Bernardino, CA92415-0046
 Phone Number: 909-387-9859
 Fax Number: 909-889-2848
2. **Contract Office**
 Representative: Workforce Development Department
 Mariann Johnson, Deputy Director
 Address: 290 North D Street, Suite 600
 San Bernardino, CA92415-0046
 Phone Number: 909-387-9859
 Fax Number: 909-889-2848
3. **Service Provider**
 Representative: California Association Health & Education Linked Professions
 Jenae Holtz
 Administrative Office: 17800 US Highway 18, Apple Valley, CA 92307
 Mailing Address: 17800 US Highway 18, Apple Valley, CA 92307
 Phone Number: 760-955-3555
 Fax Number: 760-552-6700
 Federal ID #: 95-6000931
 State ID #: 800-9672-0

a. Contract Type: Cost Reimbursement

b. Funding Source: Title I Workforce Innovation and Opportunity Act – CFDA #17.259

c. Service Area: High Desert

d. Service Provider’s Obligation. The Service Provider shall operate a San Bernardino County Workforce Innovation and Opportunity Act (WIOA) program in accordance with this Contract as approved by the Local Workforce Development Board (LWDB) and the San Bernardino County Board of Supervisors as set forth in the County’s Request for Proposal (RFP) No. EDA118-WDD-2834 Workforce Innovation and Opportunity Act Youth Programs 2018-2021.

II. TERM OF CONTRACT

a. Contract Period. This Contract shall commence on June 15, 2018 and terminate on June 30, 2021 unless otherwise modified or terminated early by a formal notice or amendment, as may be applicable.

b. Enrollment, Program, and Follow-up Period. Participant enrollment shall be as follows:

Fiscal Year 2018-2019	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Total
60	49	49	158

Program year enrollment shall be based on the needs of the individual youth, but twelve months of follow-up services must be provided to all youth and shall begin at the time of program year closure and shall continue for no less than twelve months.

c. Termination. Notwithstanding any other provision of this Contract, WDD may terminate this Contract, without cause or without any further liability or cost upon giving the other party at least 30 days advance written notice of the termination. Other than the provision of notice setting forth the date of termination, there shall be no pre-requisites to either party’s exercise of the right to terminate the Contract. Upon termination of the Contract,

Service Provider will only be reimbursed for amounts properly expended prior to the date of termination. There is no right to appeal a termination. Service Provider will not be reimbursed for costs incurred after the date of termination. Upon termination of the Contract all property purchased, documents, data, studies, reports and records prepared by the Service Provider under this Contract, and any property transferred from previous programs, including the Workforce Investment Act of 1998 (WIA), shall be returned to the County or disposed of, according to County's instructions.

Subject to availability of continued funding and the Service Provider's meeting all performance and administrative requirements, the Contract may be extended for a period up to two additional two year terms.

III. DEFINITIONS

<u>Allowable Costs</u>	The necessary and reasonable costs incurred in operating a WIOA program that are allocable to the corresponding expense categories.
<u>America's Job Center of California (AJCC)</u>	America's Job Center of California established by the LWDB and operated by the Workforce Development Department under Title I of the WIOA.
<u>Contractor</u>	An organization selected to enter into an agreement with the County to provide WIOA youth services pursuant to this contract, and assume the other responsibilities delineated under "Service Provider Responsibilities." Also referred to herein as "Service Provider".
<u>Cost Allocation Methodology</u>	The distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods.
<u>Degree/Certificate</u>	Degrees will include, but are not limited to: a high school diploma, General Equivalence Diploma (GED) or other recognized equivalents, and post-secondary degrees. Certificates are awarded for attainment of measurable technical or occupational skill based upon standards endorsed by employers.
<u>Disability</u>	A physical or mental impairment, including a learning impairment that substantially limits one or more of the major life activities as defined by federal and State law.
<u>Eligibility Determination</u>	The process of gathering and analyzing data to determine whether an applicant meets the criteria, which would allow him or her to participate in the program as a Participant.
<u>In-School Youth</u>	An In-School Youth must be: <ul style="list-style-type: none"> • Attending school, including secondary and postsecondary school • Not younger than age 14 or older than age 21 at time of enrollment unless the individual is disabled and attending school • Low-income individual • One or more of the following barriers: <ul style="list-style-type: none"> – Basic skills deficient – English language learner – An offender – Homeless – Runaway – Foster Care – Pregnant or parenting

	<ul style="list-style-type: none"> - Disabled - Requires additional assistance to complete an educational program or to secure/hold employment
<u>Individual Service Strategy Plan (ISS)</u>	<p>The Individual Service Strategy (ISS) has three purposes; to mutually develop, implement & revise:</p> <ol style="list-style-type: none"> 1. A set of employment, education, and personal development goals 2. Service objectives and a service plan of action needed to achieve the identified goals and to 3. Document services provided and results <p>The goal of the ISS process is to enable youth to take responsibility for and actively participate in getting from where they are to where they want to be.</p>
<u>Leadership Development</u>	<p>Activities that promote citizenship and leadership development that encourage responsibility, employability and other positive social behaviors. These can be developed through voluntary community service participation, peer-centered mentoring or tutoring activities, and through life skills workshops.</p>
<u>Local Workforce Delivery Area (LWDA)</u>	<p>A geographical area within the State designated by the Governor in accordance with WIOA guidelines, such as San Bernardino County.</p>
<u>Local Workforce Development Board (LWDB)</u>	<p>The governing body of the Local Workforce Delivery Area appointed and serving pursuant to the terms of WIOA, as defined below.</p>
<u>Out-of-School Youth</u>	<p>An Out-of-School youth must be:</p> <ul style="list-style-type: none"> • Aged 16-24, • Authorized to work in the United States, and • Meet one or more of the following: <ul style="list-style-type: none"> ○ A school dropout ○ A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters ○ A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner ○ An offender ○ A homeless individual aged 16 to 24 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6)), a homeless child or youth aged 16 to 24 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway ○ An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement

	<ul style="list-style-type: none"> o An individual who is pregnant or parenting o An individual with a disability o A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
<u>Participant</u>	A Participant must be a resident of San Bernardino County and is an applicant to the Title I WIOA program through the Service Provider and approved by the Deputy Director or designee, meeting either Tier 1 or Tier 2 Barriers, as defined below.
<u>Performance Standards</u>	Represents the measures of performance for employment and training activities. These measures include; placement and retention in employment, education, or training, earnings after entry into unsubsidized employment, credential rate, and program skills gains. The measures are set by the State or Department of Labor.
<u>Service Provider</u>	A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to the Participants. Also referred to herein as "Contractor".
<u>Supplemental Funding</u>	Funding that is available from other sources, sources other than from the LWDB pursuant to this Contract. Supplemental Funding may be from in-kind services/contributions. Supplemental Funding must be allocated to offset WIOA program costs and shall be documented in the Service Provider's budget submitted and approved by the Deputy Director, or designee, upon Contract execution. The distribution of this Supplemental Funding must be documented on the "Leveraged Resource" form. The Service Provider will report leveraged funds monthly by providing all required information such as name/source of leverage, non-cash paid and evaluation method on the Leveraged Resources form.
<u>Tier 1 Barriers</u>	<ul style="list-style-type: none"> • A school dropout. • A Participant who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters. • A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner. • A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. • Has a core grade point average of less than 1.5. • Is emancipated youth. • Previous dropout or suspended five or more times or has been expelled. • Is deemed at risk of dropping out by school official. • English Language Learner. <ul style="list-style-type: none"> o Limited English Proficiency. o ESL/English as a second language.
<u>Tier 2 Barriers</u>	<ul style="list-style-type: none"> • An offender. • A homeless individual aged 16 to 24 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e- 2(6)), a homeless child or youth aged 16 to 24 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway.

	<ul style="list-style-type: none"> • An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement. • An individual who is pregnant or parenting. • An individual with a disability. • Has been referred to or is being treated by agency for substance abuse related problem. • Had a traumatic event, victim of abuse, resides in abusive environment-documented by school official or other qualified professional. • Has serious emotional/medical /psychological problems-documented by qualified professional. • Has gang affiliation or at risk of affiliation. • Has incarcerated parent.
<u>Work Experience, Internships & Job Shadowing</u>	Work experience is a short-term and/or part-time work assignment with an employer or private non-profit agency that is subsidized or unsubsidized and which provides the Participant with the opportunity to acquire skills, appropriate work habits and behaviors necessary to perform a job. Internships and job shadowing are unpaid work assignments that are designed to provide the same experiences.
<u>Workforce Development Department (WDD)</u>	The San Bernardino County Workforce Development Department (WDD) operates programs under the guidance of the Local Workforce Development Board, funded by the Department of Labor's Workforce Innovation and Opportunity Act.
<u>Workforce Innovation and Opportunity Act (WIOA)</u>	The Workforce Innovation and Opportunity Act (WIOA), signed into law in 2014, is designed to strengthen and improve our nation's public workforce system. The law focuses on helping Americans, including youth and those with significant barriers to employment, gain access to high-quality jobs and careers.

IV. SERVICE PROVIDER SCOPE OF WORK

- a. **Scope of Work.** The Service Provider agrees to enroll and serve Participants for the duration set forth in Section II (b) herein and have the capability to provide them with the 14 Program Elements listed below. The Service Provider agrees to enroll any in-school Participant only after receiving written approval from WDD. The Service Provider agrees to meet or exceed the performance requirements as stated in Section VII (a) of the Contract. The Service Provider understands and agrees that this Contract shall not be construed as an obligation on the part of the WDD to refer Participants. The Service Provider certifies that it is capable and willing to provide services and training to Participants.
- b. **Program Elements.**
- i. Tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies,
 - ii. Alternative secondary school services, or dropout recovery services,
 - iii. Paid/Unpaid work experiences that have as a component academic and occupational education, which may include:
 1. Summer and year-round employment opportunities,
 2. Pre-apprenticeship programs,
 3. Internships and job shadowing,

4. On-the-job training opportunities,
 - iv. Occupational skill training in Workforce Development Board approved priority sectors,
 - v. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation,
 - vi. Leadership development opportunities,
 - vii. Supportive services,
 - viii. Adult mentoring for the period of participation,
 - ix. Follow-up services for not less than 12 months after completion of participation,
 - x. Comprehensive guidance and counseling,
 - xi. Financial literacy education,
 - xii. Entrepreneurial skills training,
 - xiii. Services that provide labor market and employment information, and
 - xiv. Activities that help youth prepare for and transition to postsecondary education and training.

Service Provider will find partners for any elements listed above they cannot provide including occupational skill training in Workforce Development Board approved priority sectors.

- c. **Eligibility Determination.** Determine eligibility for all individuals referred or recommended for services under this contract. Will ensure all required documentation has been obtained.
- d. **Data Entry.** The Service Provider agrees to enter accurate data into the Virtual Operating System(s) required by WDD (e.g. CSBWIN and CalJOBS). Participant data includes, but not limited to:
 - i. Eligibility documentation,
 - ii. Application information,
 - iii. Activity codes, as needed,
 - iv. Closing information,
 - v. Follow-up information, as needed,
 - vi. Follow-up activity codes, as needed,
 - vii. Upload documentation, as needed, and
 - viii. Case notes.

V. SERVICE PROVIDER RESPONSIBILITIES

a. Conditions

- i. The Service Provider is responsible for compliance with the terms and conditions applicable to this Contract pursuant to WIOA and United States Department of Labor (DOL) legislation and regulations (<http://wdr.doleta.gov/directives/>).
- ii. All Participants enrolled by the Service Provider shall meet the WIOA Title I Youth eligibility criteria as established and mandated by the WIOA and the LWDB. Participants must be San Bernardino County residents.
- iii. The Service Provider may enroll more than the number of Participants specified in the Contract if there are sufficient contract funds in the Service Provider's budget available to serve additional Participants. Such over-enrollments require written advance approval by WDD staff.

- iv. The Service Provider shall administer the designated Program Elements in accordance with the RFP and Contract.
- v. Participation in the training activities shall be for a reasonable length of time, based on the needs of the Participant, and shall be documented in the Individual Service Strategy Plan (ISS Plan). This is the plan developed individually with each Participant enrolled to determine and benchmark participation and training activities.
- vi. Service Provider agrees that subcontractors with responsibility for providing direct services to Participants, as well as the Service Provider, will attend conferences, seminars, and/or meetings, as designated by WDD, in order to remain updated on Youth Program developments and policies.
- vii. Service Provider shall develop, implement, and maintain written program and fiscal procedures applicable to WIOA covering all aspects of the services provided under its program.
- viii. Service Provider shall provide an adequate number of qualified staff to operate an effective program for the number of Participants enrolled.
- ix. Service Provider shall ensure that qualified teachers must provide basic and remedial education.
- x. Regarding privacy and security, Service Provider shall:
 1. Comply with all applicable State and Federal laws, regulations, and policies pertaining to privacy and security of Participant information and any information related to the Service Provider and LWDB (i.e. business financial records).
 2. Not use or disclose Participant information other than as permitted or required by law.
 3. Implement administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of Participant information, both programmatic and fiscal documentation; implement reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of Participant information; conducting privacy and security awareness and training at least annually and retain training records for seven (7) years, and limiting access to those persons who have a business need.
 4. Confidential paperwork, both programmatic and fiscal documentation, must be disposed of in a manner that protects the Participant's confidentiality.
 5. Report to Deputy Director or designee any unauthorized use, access or disclosure of unsecured Participant information or any other security incident with respect to Participant information no later than one (1) business day upon the discovery of a potential breach. Upon discovery of the potential breach, the Contractor shall complete the following actions:
 - a. Provide Deputy Director or designee with the following information to include but not limited to:
 - i. Date the potential breach occurred;
 - ii. Date the potential breach was discovered;
 - iii. Number of staff, employees, subcontractors, agents, or other third parties and the titles of each person allegedly involved;
 - iv. Number of potentially affected Participants; and
 - v. Description of how the potential breach allegedly occurred.
 - b. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than five (5) calendar days of discovery of the potential breach to determine the following:
 - i. The nature and extent of the Participant information involved, including the types of identifiers and likelihood of re-identification;

- ii. The unauthorized person who used the Participant information or to whom it was made;
 - iii. Whether the Participant information was actually acquired or viewed; and
 - iv. The extent to which the risk to the Participant information has been mitigated.
 - c. Provide completed risk assessment and investigation documentation to Deputy Director or designee within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred.
 - i. If a breach has not occurred, notification to Participant(s) is not required.
 - ii. If a breach has occurred, notification to the Participant(s) is required. The Service Provider must provide notification to the County for review and approval and send said notification to the affected Participant(s).
 - d. Make available to County and governing State and Federal agencies in a time and manner designated by County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.
6. Adhere to the protection of personally identifiable information (PII). PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number, address, or date of birth.
- xi. Service Provider agrees to be held accountable/responsible to determine eligibility. Should a Participant be later determined to be ineligible, Service Provider understands and accepts that any costs associated with the Participant will be disallowed.
 - xii. Service Provider agrees to request prior written approval prior to purchasing food or drinks for any reason.
 - xiii. Service Provider agrees to use GenerationGo! as the title of their WIOA youth program. Service Provider agrees to use the GenerationGo! logos and approved GenerationGo! documents for any out-reach materials (printed or electronic) funded by WIOA funds from WDD.
 - xiv. Service Provider agrees to attend all meetings scheduled by WDD. The program manager of each agency shall attend the following meetings and may invite other essential agency staff to attend with them:
 - 1. Quarterly provider meetings
 - 2. Monthly provider conference calls
 - 3. System trainings
 - 4. Fiscal trainings

The Service Provider's program manager, or designee, will attend the following meeting(s):

- 1. Youth Committee Meetings

WDD reserves the right to add meetings as needed.

- xv. Service Provider agrees to provide one youth success story each month using the WDD approved form.
- xvi. Service Provider agrees to develop a succession plan for its agency, if it does not already have one. Service Provider shall provide the succession plan by March 31, 2019. The succession plan will describe the transfer of knowledge to new staff.
- xvii. Service Provider agrees to develop a training plan for its agency, if it does not already have one. Service Provider shall provide the training plan by March 31, 2019. The training plan will describe the transfer of knowledge to new staff. The training plan will include programmatic and fiscal components.

- xviii. California law makes it a crime to record or eavesdrop on any confidential communication, including a private conversation or telephone call, without the consent of all parties to the conversation. Service Provider shall comply with any and all applicable laws, including laws regarding recording and eavesdropping on confidential conversations.

b. Program Activities / Services.

The Service Provider shall:

- i. Conduct the necessary outreach and recruitment activities to ensure full contractual enrollment numbers and establish recruitment processes that will target groups, such as foster care youth, school dropout, pregnant and parenting youth, and justice involved youth offenders.
- ii. Coordinate determination of eligibility for youth applicants with WDD staff. The Service Provider will collect and scan all original eligibility determination documentation into the WDD system.
- iii. Provide an orientation program to all Participants regarding WIOA Youth program elements and expectations, grievance procedures, and services and programs available at the WDD America's Job Centers of California (AJCC).
- iv. Provide each youth with an objective assessment. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes, and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The Service Provider may assess supportive services through individual interviews and/or evaluation tools.
- v. Develop an ISS Plan with each youth Participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information. The ISS Plan shall identify current and past educational/employment history, primary educational and employment goals, and describe the training activities and appropriate supportive services the youth will receive to achieve those goals. The ISS Plan will be reviewed with the Participant on a regular basis, at least quarterly, and any changes in training activities will be noted on ISS Plan. For In-School Youth, and any Out-of-School Youth lacking a high school diploma, the Service Provider ensures accomplishment of a high school diploma or equivalent degree.
- vi. Maintain on file all pre-testing and post-testing documentation, grade reports, test scores, documents showing skills acquired, certificates of completions issued, State certified licenses, credentials, diplomas, etc.
- vii. Provide or have the capability of providing all 14 of the required program elements listed in Section IV (c) herein. Each youth Participant shall receive services covering the elements that have been identified through the objective assessment and listed on the Participant's ISS Plan. These elements may be provided one at a time or in any combination.
- viii. Provide preparation for unsubsidized employment opportunities and facilitate effective connections to intermediaries with strong links to the job market and local and regional employers.
- ix. Use an agreement for all Participants enrolled in paid or unpaid work-based activities, which agreement shall contain all the terms and conditions set forth in Section V (d) below. Such an agreement must be signed by the Participant, Service Provider and the worksite operator. The Service Provider shall maintain on file a copy of such agreement with one (1) copy given to the Participant and one (1) copy given to the worksite supervisor.
- x. With its linking agencies, monitor and maintain daily attendance. At a minimum, Participant's progress must be monitored and documented monthly.
- xi. At a minimum, from the closure date of the youth from program services, provide applicable follow-up services for 12 months and submit reports at the end of the first, second, third, and fourth quarters. The type of follow-up services provided and the duration of the services will be based upon the needs of the individual. The Service Provider, whenever possible, will meet with the youth to determine what follow-up services are needed.
- xii. Ensure that eligible applicants, who do not meet the requirements of the Service Provider's training program, or applicants who cannot be served, are referred to the local AJCC for further assessment.

- xiii. As needed, register Participants with the AJCC in the immediate area. Service Provider will request prior written approval before co-enrolling Participants with the AJCC.
- xiv. Have all Participants complete a satisfaction survey at exit of program year and follow-up services. See Attachment A for the survey tool.

c. Payment of Benefits and Wages.

- i. Participants employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a) (1) of the Fair Labor Standard Act of 1938; (b) the minimum wage under the applicable State or local minimum wage law; or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- ii. A trainee shall receive no compensation for employment activities in which the trainee fails to participate. Service Provider shall maintain accurate records about timekeeping. Attendance/time sheets must match paid hours.
- iii. Fringe benefits, which are paid on behalf of Participants in Paid Work Experience, shall include, but are not limited to, FICA and Workers' Compensation Insurance Coverage. WIOA funds cannot be used for the Participant's portion of retirement benefits.

d. Subcontracts/Linkages.

- i. Service Provider agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from WDD. Any subcontractor and/or linking agency shall be subject to the same provisions as the Service Provider. Service Provider shall be fully responsible for the performance of any subcontractor and/or linking agency.
- ii. Service Provider, using another party to provide services under this Contract, shall document such services with a formalized agreement. Any and all agreements entered into by Service Provider in order to carry out the purpose of this Contract shall be in writing and shall include the following provisions:
 - 1. The Parties shall comply with any and all applicable laws including but not limited to, compliance with the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations.
 - 2. Detailed scope, including as appropriate, a statement of training and other applicable services to be offered by the subcontractor.
 - 3. The Parties shall comply with the indemnification and insurance requirements imposed on the subcontractor pursuant to this Contract, which requirements shall either be restated in the agreement or incorporated by reference to this Contract.
 - 4. Method of payment to subcontractors.
- iii. Copies of all agreements must be forwarded to WDD for confirmation of compliance with the above requirements prior to subcontract execution. The Service Provider acknowledges the above requirements and agrees to furnish such subcontracts to WDD staff as a condition to receiving payment.
- iv. The Service Provider shall provide written notification to the County of any default, termination, or findings of disallowed costs under these subcontracts. This written notification will be submitted within five working days from the date the Service Provider realized the breach of the subcontract(s).
- v. Service Provider is responsible for monitoring its off-site WIOA program activities. Service Provider's staff shall make a written record of their findings and share them with the appropriate WDD staff. Copies of the findings must be available for review by WDD staff. The Service Provider is responsible for developing its own monitoring guide and for documenting visits made by its staff.

e. Internal Management.

- i. The Service Provider is required to have 100% of Participants enrolled in a timely fashion. Expenditure of funds shall be commensurate with the percentage of Participants at any given time during the contract period. Failure to meet this requirement may result in funds being recaptured in part or in total.

- ii. The Service Provider will track and expend Contract funds at an efficient rate to ensure full usage of Contract funds, as indicated in the budget document, for the continuous provision of youth services throughout the term of the Contract. The Service Provider will track expenditures carefully to ensure this requirement is met and to ensure the proper expenditure rate for out-of-school youth is met.
- iii. From time-to-time, performance data on Participant enrollments, activities, and closures will be provided by WDD to the Service Provider. The Service Provider will be responsible for review and validation of the reported information. Any variance in the data must be supported by documentation and submitted to WDD within ten calendar days of receipt of the report.

f. Non-Duplication of Service.

- i. Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the service delivery area in the absence of such funds.
- ii. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State or local County sources, unless the plan establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.
- iii. All education programs for youth, supported with funds provided under Title I shall be consistent with applicable State and local educational standards. In addition, the standards and procedures, with respect to the awarding of academic credit and certifying educational attainment in programs under Title I, shall be consistent with the requirements of applicable State and local laws and regulations.
- iv. The Service Provider and its respective linking agencies and/or subcontractors must ensure that youth program services are not duplicated.

VI. COUNTY RESPONSIBILITIES

The County shall:

- a. **WDD Staff.** Assign WDD staff to establish a communication process between the Service Provider and WDD to answer questions regarding eligibility determination to ensure the Service Provider is in compliance with WIOA regulations.
- b. **Response.** Provide timely response for Service Provider questions regarding Participant acceptance or potential denial into the WIOA program so that the Service Provider has the ability to recruit additional eligible youth to meet contractual obligations.
- c. **Cooperation.** Work in partnership with the Service Provider, on a continuous basis, to ensure program Participants receive the assistance they need to be successful in their program.
- d. **Quarterly Review.** Review program performance on a quarterly basis, allowing for timely technical assistance and/or other action.
- e. **Information.** Provide workshops, conferences, and/or meetings to inform and update Service Provider regarding program policies and developments.
- f. **Correction.** Implement corrective action plans, which will include deadlines for compliancy.

VII. PERFORMANCE REQUIREMENTS

a. Program Performance

- i. Service Provider must operate its program to meet the WIOA Title I Youth Performance Measures and the Performance Rates that will be negotiated between the State and the LWDB. These measures are as follows:
 - 1. Placement in employment, education, or training. Measured in the second quarter after exit.
 - 2. Retention in employment, education, or training. Percentage of Participants in education, training, or unsubsidized employment, measured in the fourth quarter after exit.

3. Earnings after entry into unsubsidized employment. Median earnings of Participants in unsubsidized employment during the second quarter after exit.
 4. Credential rate. Percentage of Participants who obtain a recognized credential(s) or secondary diploma during participation or within one year after exit.
 5. In program skills gain. Percentage of Participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real time.
 6. Other performance measures as identified by the State or DOL.
- ii. WIOA records at WDD shall be used by the County to substantiate the Service Provider's performance. The County shall provide the Service Provider with WIOA performance records for data reconciliation.

b. Performance Review and Evaluation

- i. To ensure effective utilization of WIOA funds, the Service Provider's performance shall be reviewed and evaluated by the County on a periodic basis to determine if the performance requirements are being met and whether budgeted funds are being expended according to the terms of this Contract. Based on the outcomes of the review, the County may simply terminate the Contract in accordance with the terms of this Contract or the amount of funds originally provided to the Service Provider may be altered as follows:
 1. De-obligation: The County may de-obligate funds, in part or in full, when the County determines in its sole and absolute discretion that the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the Service Provider, or under-expended in program costs, or the Service Provider is not able to fully expend the total funds within the term of the Contract.
 2. Re-obligation: The County may add funds into the Contract when the County determines in its sole and absolute discretion that the review indicates the Service Provider may exceed the performance requirements, and where the expenses, as a result of the over achievement, may exceed the amount originally allocated, however, an amendment to the Contract to add funds is subject to the availability of WIOA funds received by the County.
- ii. The Service Provider shall agree and comply with the review and evaluation above.

c. Correction of Performance Deficiencies and Termination

- i. If the County determines in its sole and absolute discretion that the Service Provider has failed to comply with any of the provisions, covenants, requirements, or conditions of this Contract the County may immediately terminate this Contract as provided in Section II, or in its sole and absolute discretion, the County may:
 1. Afford Service Provider a time period within which to cure the deficiency or breach. This period shall be established at the sole discretion of WDD, and/or,
 2. Discontinue reimbursement to Service Provider for and during the period in which Service Provider is deficient or in breach. The Service Provider shall not be entitled to later recovery, and/or,
 3. Withhold funds during the duration of the deficiency or breach, and/or,
 4. Offset against any monies billed by the Service Provider, but yet unpaid by the County, those monies disallowed, and/or,
 5. Impose liquidated damages, in increments of \$5,000, per violation which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by Service Provider. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of Service Provider as determined by County. There is no limit to the number of adjustments the County may levy.

- ii. The County's decision to exercise one or more of the options set forth in this section shall in no manner restrict, modify, or otherwise alter the right of the County to terminate this Contract in accordance with Section II.
- iii. The County shall give Service Provider notice of any action pursuant to this subdivision, but such notice shall not be a pre-requisite of the County's right to take action pursuant to this section.

VIII. COMPLAINT AND GRIEVANCE PROCEDURES

- a. **Procedure.** The Service Provider shall develop and maintain procedures to be used for resolving complaints that the Service Provider receives regarding terms and conditions of the Participant's training or other applicable services and/or complaints/grievances arising in connections with WDD programs and activities. These procedures must be substantially the same as those set forth in the Program Complaint and Grievance Procedures form developed by WDD, which will be provided to the Service Provider. A minimum of two staff members will be required to be involved with the complaint and grievance process. Service Provider understands their complaint and grievance procedures are subject to inspection by WDD and/or State monitors.
- b. **Complaint.** The Service Provider shall provide each Participant with a copy of its internal Participant Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the Participant, with the second signed copy given to the Participant.
- c. **Retaliation.** The Service Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.
- d. **Equal Opportunities.** All Discrimination Complaints will be handled as provided for in Section XII.
- e. **Termination Rights.** Nothing in this Section VIII shall restrict, modify, or otherwise alter the right of the County to terminate this Contract as provided in Section II.

IX. FISCAL PROVISIONS

- a. **Contractor Compliance.** The Service Provider shall follow 2 CFR Part 200 and 2 CFR Part 2900, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Service Provider must comply with all State, County, and WDD financial, monitoring, and audit requirements.
- b. **Cost Allocation Plan and Methodology.**
 - i. The Service Provider shall submit to WDD for approval a Cost Allocation Plan for cost reimbursement contracts. The Plan will explain the allocation method used to distribute allowable direct and indirect costs including leveraged funding. Such a Plan will describe the method for the distribution of Allowable Costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods to ensure each funding source is fairly charged. The Plan will include the process for distributing costs that benefit more than one final cost objective, and insure that costs are equitably distributed to all benefiting activities.
 - ii. Service Provider's indirect costs shall be calculated by adding 8% to Service Provider's negotiated indirect rate so long as such amount does not exceed 15%. For example, if Service Provider's negotiated indirect rate is 3%, Service Provider shall be entitled to 11% as indirect costs. As another example, if Service Provider's indirect rate is 10%, Service Provider shall be entitled to no more than 15% in indirect costs. Service Provider shall not be permitted to recover additional administrative costs, as administrative costs are deemed to be included as a part of Service Provider's indirect costs.
- c. **Service Provider Accounting Systems**
 - i. Service Provider warrants that it has adopted accrual basis accounting and will make available internal management systems policy and/or procedure manuals applicable to WIOA.
 - ii. Service Provider's financial and accounting system will reflect the Generally Accepted Accounting Principles (GAAP) standard accounting practices and shall include the following items, but not limited to, records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with WDD records and expenditures under different funding sources.

- iii. The Service Provider shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Service Provider under WIOA.

d. Compensation

- i. The Aggregate Maximum Obligation of San Bernardino County for services provided in accordance with all agreements for WIOA services is \$13,548,500. This specific Agreement is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to Service Provider will be only a fraction of this Aggregate Maximum, with the appropriate authorization from LWDB.
- ii. Funding of this Contract is subject to continuing availability of WIOA funds provided to the County during the Contract term. The County will inform the Service Provider of any limitation of the availability of funds. The County also reserves the right to renegotiate any awarded Contract amount(s).
- iii. The Service Provider will be compensated by a two-tier cost per youth system. The County reserves the right to negotiate the percentage of the total Contract amount directly expended on Participant. For Participants with Tier 1 Barriers, the Service Provider will be compensated an average of up to \$5,000 per youth. For Participants with Tier 2 Barriers, the Service Provider will be compensated an average of up to \$7,000 per youth as provided herein. The compensation based on tiers shall be payment in full for all the Service Provider's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate. The total amount paid based on whether Participants have Tier 1 or Tier 2 Barriers shall be deemed to be the total Contract amount for the purpose of calculating amounts under Section V(d)(iii) below. At a minimum, Service Provider shall expend 20 percent (20%) of funding from WDD on work experience activities to include Participant wages, staff salaries and benefits in direct activities supporting work experience. Direct activities included but are not limited to development of worksites, monitoring of worksites, and placement activities.
- iv. The total compensation to be paid to Service Provider and all other contract providers of WIOA services shall not exceed County's Aggregate Maximum Obligation.
- v. Notwithstanding Section IX(d)(v) below, Service Provider agrees to have no more than 50% of their agency's overall funding from WDD and shall provide proof of other funding. If more than 50% of Service Provider's overall funding is from WDD, Service Provider shall provide a plan describing how it will meet this requirement by June 30, 2019.
- vi. Service Provider attests that its agency has the financial capacity to carry all costs associated with this Contract for 90 days.
- vii. Funding of this Contract is based upon Service Provider's ability to seek and secure, from other sources, Supplemental Funding. As such, by June 30, 2019, Service Provider must provide Supplemental Funding that is equal to or greater than 25% of the total Contract awarded. After June 30, 2019, but by and after June 30, 2020, Service Provider must provide Supplemental Funding that is equal to or greater than 50% of the total Contract awarded.
- viii. The Service Provider shall be paid on a Cost-Reimbursement basis for allowable, reasonable, and budgeted expenses under the terms and conditions of this Contract. The Service Provider shall invoice the County on a monthly basis for expenditures actually incurred during the previous month. Administrative Cost rate should be approved with Cost Allocation Plan (Fiscal Section IX.A) Administrative Costs are limited to eight percent of the total invoiced expenditures.
- ix. The claim for reimbursement is to be submitted on an approved format provided by WDD no later than ten (10) calendar days following the month of service. Reimbursement claims shall include supporting documentation for each expense classification, such as copies of general ledger, funding source generated from the organization's general ledger, payroll records, billing invoices or receipts for costs incurred. Cost allocation (percentage) on all supporting documents should be clearly marked. The Service Provider shall submit a claim for reimbursement to:

San Bernardino County
Workforce Development Department
290 North D St, Suite 600
San Bernardino CA 92415-0041

- x. Payment shall be issued no later than 60 calendar days, after receipt by WDD Fiscal of the Service Provider's claim for reimbursement, if feasible, and provided Service Provider's claim and supporting documentations are sufficient and correct.
- xi. Service Provider shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Service Provider's designated checking or other bank account. Service Provider shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

e. Stop Payments

- i. Payments under this Contract may be suspended or terminated if grant funds to the County are suspended or terminated, or if the Service Provider refuses to accept additional conditions imposed on it by the DOL, the State, or the County. In the event of such suspension or termination, the Service Provider will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Service Provider as a result of performance of this Contract.
- ii. WDD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present contracts between the County and the Service Provider.

f. Purchase of Fixed Assets, Equipment and Property

- i. The purchase, lease, or lease to purchase of fixed assets, equipment or property, including sub-contracted services, using funds provided by WIOA and costing more than \$500, requires advance approval by WDD. Request to purchase, lease, or lease to purchase said assets, including sub-contracted services must follow the procedural rules adopted by WDD.
- ii. Any property, equipment, assets furnished to a Service Provider by the County and/or purchased by a Service Provider with funds from WIOA must be used in connection with, and/or support of, WIOA training programs. All purchases must meet State and County procurement guidelines and competitive requirements. Service Provider will be responsible for an inventory list to be submitted to WDD annually and maintenance of said assets. Disposal or sale of such assets must be pre-approved by WDD.
- iii. Any property, equipment, or assets furnished to the Service Provider by the County and/or purchased by a Service Provider with funds from WIOA shall remain the property of the State of California/San Bernardino County regardless of whether this Contract is terminated by either party. Within 30 days of Contract termination or expiration, the Service Provider shall return such property, equipment or assets to the County in good condition, in a reasonable and expeditious manner, and execute any documents required by the County to ensure the County takes free and clear title to such property, equipment or assets.

g. Program Income

- i. Program income is defined as income received by the Service Provider directly generated by a grant or sub grant support activities, or earned only as a result of the grant or sub grant.
- ii. Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant/sub grant funds, sale of property or sale of commodities, or items fabricated under a grant/sub grant, from revenues earned by governmental/public or private nonprofit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/sub grant funds, etc.
- iii. The Service Provider may retain any program income earned only if such income is added to the funds committed to the WIOA grant and used for WIOA purposes, and under the terms and conditions applicable to the use of the grant. The Service Provider, receiving funds under WIOA, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.
- iv. Service Provider will not charge Participants to participate in activities provided under this Agreement.

h. Auditing Requirements

- i. As required by the WIOA and its implementing regulations, Service Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the Deputy Director, a certified audit of related expenditures. The annual financial and compliance audits must be conducted in accordance with GAAP auditing standards by an independent auditor and according to the Single Audit Act Amendment of 1996. In addition, Service Providers must comply with Title 2 of CFR, Part 200 and submit annual Single Audit Report to the County within 30 days after the end of the audit period or no later than six months after the end of the organization's fiscal year. For monitoring Service Providers must comply with 20 CFR, Part 652 and 667.410 for contract monitoring.
 - ii. As a condition of receiving WIOA funds, the independent auditor or monitor of the LWDA and the EDD auditors, investigators, monitors and their representatives shall, at all times during the period that the grant is in force, and for a period of seven (7) years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIOA statute, regulations and directives.
 - iii. The Service Provider will be responsible for providing the EDD staff with information that will assist the EDD staff in determining if the Service Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Service Provider's annual single audit report, or audited financial report.
 - iv. EDD is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Service Provider.
 - v. EDD will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract, WIOA or its Regulations.
 - vi. The Service Provider acknowledges that San Bernardino County may not contract with any organization which is not in compliance with these requirements, and/or payment to the Service Provider may be withheld if the Service Provider fails to comply with the request.
- i. **Year-End / End of Contract Report.** Within ten days following the termination of this Contract, the Service Provider shall submit the Year-End/End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Service Provider does not submit the closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and WDD payment records. All excess payments paid to the Service Provider, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.
- j. **Additional Requirements**
- i. The Service Provider shall assure that funds provided by this Contract must be used exclusively for activities authorized under this Title I Program. Commingling and/or diverting funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be readily available at all times for audit and monitoring purposes.
 - ii. All financial, procurement and program documents must be made available for monitoring/audit for seven (7) years following the financial audit of the contract. If there is a litigation issue(s) or in the process of audit resolution, records must be retained more than seven (7) years after the final audit resolution and final payment of disallowed costs being accepted by the County. Service Provider shall also comply with Section XVI (c) of this Contract.
 - iii. For cash management, the Service Provider shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including WIOA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).
 - iv. The Service Provider shall not incur expenditures prior to the commencement date or after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
 - v. The Service Provider shall be responsible for any funds expended on Participants who were found ineligible for WIOA services or found in violation of rules, regulations, grant, or Contract.
- k. **Internal Financial Management.** Service Providers must provide adequate internal contract management in terms of financial management and internal controls to ensure compliance with applicable law and regulations.

The regulations are not limited to the following areas, State and Federal WIOA regulations, County WIOA Contract requirements, applicable State and Local Board policies, and acceptable financial and procurement system and practices according to 2 CFR 200*et seq.*, GAAP standards and the County requirements.

X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS

- a. **Supplemental Funding.** WIOA funds should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIOA funds and Educational Assistance Funds may be used to pay costs for the same Participant, as long as the Service Provider can demonstrate that WIOA funds did not duplicate payments from other sources. This paragraph applies to all Federal and State educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Service Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Service Provider on behalf of the Participant.
- b. **Notification.** When grant monies have been awarded to a Participant, prior to disbursement, the Service Provider agrees to contact WDD and advise of the award amount. An agreement shall be reached among the Participant, the educational institution, and WDD, which indicate how the award monies shall be used.
- c. **Spending Priorities.** Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for supportive services, books, materials, fees, etc.
- d. **Individual Service Strategy Plan.** The ISS Plan shall reflect WDD's arrangement with the educational institution, the Participants' training-related financial assistance needs, and the mix of WIOA and financial aid assistance, if applicable.
- e. **Additional Information.** For more details on the use of Educational Assistance (Title IV) funds, which are not described in this paragraph, the Service Provider should consult WDD.

XI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- a. **Indemnification.** The Service Provider agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitee. The Service Provider's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The Service Provider shall ensure that any subcontracts entered into pursuant to this Contract or to implement and effectuate the terms of this Contract, contain the above indemnification provision, with the subcontractor indemnifying the County and its authorized officers, employees, agents and volunteers.
- b. **Additional Insured.** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. The scope of such additional insured coverage and the coverage limits to the additional insured shall be equal to the scope of coverage and the coverage limits provided to the Service Provider.
- c. **Subcontracts.** Service Provider shall ensure that any and all subcontracts entered into pursuant to this Contract, or to implement and effectuate the terms of this Contract, contain insurance coverage in the scope and amounts at least as broad of those insurance provisions set forth in this Contract and shall ensure that the County and its authorized officers, employees, agents and volunteers are additional insureds pursuant to such subcontractor policies.
- d. **Waiver of Subrogation Rights.** The Service Provider shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Service Provider and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Service Provider hereby waives all rights of subrogation against the County.
- e. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

- f. **Severability of Interests.** The Service Provider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Service Provider and the County or between the County and any other insured or additional insured under the policy.
- g. **Proof of Coverage.** The Service Provider shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Service Provider shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Original certificates of insurance and other proof of coverage should be sent to:

C/O Exigis Insurance Compliance Services
 ECM #35050
 P.O. Box 4668
 New York, NY 10163-4668
 Email: certificates-sbc@riskworks.com

Prior to start of Contract, a copy of above certificates of insurance should be sent to:

San Bernardino County
 Workforce Development Department
 290 North D St., Suite 600
 San Bernardino, CA 92415-0046

- h. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- i. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- j. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Service Provider or County payments to the Service Provider will be reduced to pay for County purchased insurance.
- k. **Insurance Review**
 - i. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Management Department determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
 - ii. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
 - iii. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

I. Insurance Specifications. The Service Provider agrees to provide insurance set forth in accordance with the requirements herein. If the Service Provider uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Service Provider agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Service Provider shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

i. Workers' Compensation/Employers Liability.

1. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Service Provider and all risks to such persons under this contract.
2. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
3. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance. The Service Provider shall carry General Liability Insurance covering all operations performed by or on behalf of the Service Provider providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

iii. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Service Provider is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Service Provider owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iv. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

v. Professional Liability. Professional liability insurance with limits not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

Or

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

Or

Directors and Officers Insurance – coverage with limits not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of seven (7) years after contract completion.

The coverage described above is not required for Universities or consultants providing services which are relied upon by County departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

vi. **Cyber Liability Insurance.** The policy shall include the following:

1. Security and privacy liability
2. Network asset
3. Privacy breach response costs
4. Privacy regulatory defense and penalties
5. Cyber extortion and terrorism
6. \$5,000,000 aggregate limit

vii. **Abuse/Molestation Insurance.** Abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

- m. County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this Contract. County agrees to maintain Workers' Compensation as required under State law.
- n. The above insurance shall state that the same may not be altered or canceled to Service Provider's or WDD's detriment without thirty (30) days prior written notice to the other Party. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of the Parties.

XII. EQUAL OPPORTUNITY REQUIREMENTS

- a. **Requirements.** Service Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Order 11246 (as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250); Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; and other applicable Federal, state and County laws, regulations and policies, including laws and regulations hereafter enacted. In addition to the above laws, all Service Providers who receive WIOA funding must comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 188 of the Workforce Innovation and Opportunity Act; and all other regulations implementing the laws listed above
- b. **Compliance.** Service Providers shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or belief, or disability. The Equal Opportunity is the Law notice, which explains the nondiscrimination and equal opportunity provisions of WIOA, shall be provided to each Participant. All

complaints that allege discrimination on the bases listed above will be referred to the WDD Equal Opportunity Officer for action.

XIII. GENERAL PROVISIONS

- a. **Verbal Modification.** No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this Contract.
- b. **Advertisement.** The Service Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship to/w/with WDD, the DOL, State of California, or the County.
- c. **Influencing.** The Service Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this Contract. Service Provider will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this contract.
- d. **Fees.** No person or organization may charge an individual a fee for the placement or referral of such individual in a training program under the Act.
- e. **Internal Controls.** The Service Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse and criminal activity. The Service Provider shall also establish a reporting process to insure that the County is notified immediately of any allegation of program related fraud, abuse, or criminal activity.
- f. **Copies.** In the event the Service Provider ceases to provide services, copies of all records (including Participant records) relating to the projects or activities that are the subject of this contract shall be furnished to the County.

XIV. RIGHT TO MONITOR AND AUDIT

- a. **Audit.** The DOL, the State of California including the Auditor General, or any subdivision or appointee thereof, and the County or any subdivision or appointee thereof, reserve the right to review and audit the Service Provider's program at any time, as deemed necessary, before, during, and/or after the period of this contract. They shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Service Provider in the delivery of services provided under this contract.
- b. **Monitor.** The County will monitor and visit, announced or unannounced, the Service Provider's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the WDD Procedures for Sub-recipient Monitoring. The monitoring activities become part of the Contract requirements.
- c. **Cooperation.** Service Provider shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County, State and Federal Government.

XV. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code section 2204(a), the Service Provider certifies that at the time the Contract is signed, the Service Provider signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

XVI. ADDITIONAL REQUIREMENTS

- a. **Service Provider's Management Systems.** The Service Provider will develop and make available to the County policy manuals or procedures, which include, but are not limited, to outreach, recruitment, eligibility verification and determination, orientation, assessment and ISS Plan, fourteen elements and supportive service(s) implementation counseling services, documentation of skills acquisition, deficiencies/proficiencies in training, pre- and post-testing policy, completion of training, license/certificate/credentials, job placement, verification of job placement, other terminations, post-program follow-up and WIOA automation forms.

b. Availability of Records.

- i. All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- ii. Records of the Service Provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
- iii. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work of the Service Provider.

c. Maintenance of Records.

- i. In addition to the requirements specified in Section IX(j)(ii), Service Provider shall maintain records, in their original form, shall be maintained on file to comply with requirements prescribed by WIOA and/or the County with respect to all matters covered by this Contract. Such records shall be retained for a period of seven years(7) after termination of this Contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited to, audit, litigation, investigation, or other actions involving records. If this is the case, the Service Provider will retain the records until the resolution of such audit or litigation is completed.
- ii. Participant records to be maintained by the Service Provider shall include, but are not limited, to the following documents: orientation/case notes and training evaluations, complaint and grievance procedures, school policies, training information and schedules, eligibility documentation, objective assessment results, ISS Plan, WIOA-required forms, work experience or OJT agreement (if applicable), supportive service(s) pre- and post-test results, certificate(s) of completion, state certified license, certificate, credential, diploma, employer's verification of employment, documents related to program performance and follow-up services provided, certification of employment with employer-assisted benefits, timecards, payroll register, other papers, etc.

d. Conditions of Employment or Training.

- i. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the Participant.
- ii. The Service Provider shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standards Act, Assembly Bill 1900 - Employment of Minors, and all other regulations with respect to employment, wages, hours of labor, and industrial safety, if applicable.
- iii. Health, safety, and fire clearance standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of Participants. With respect to any Participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Service Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such Participants.
- iv. No program under the WIOA shall impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such Contract.
- v. No Participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a Participant whose wages are subsidized under the WIOA.
- vi. The Contract will not result in the displacement of currently employed workers, including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits.

The Service Provider will assure that no jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

- e. Prohibition of Activities.**
- i. The Service Provider will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
 - ii. No funds provided under WIOA shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, which results in a loss of employment for any employee of such establishment at the original location.
 - iii. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for, or to promote, any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
 - iv. The Service Provider is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.
- f. Patents, Inventions, and Copyrights.** If any project produces patentable items, patent rights, and/or discovery or inventions in the course of work under a Federal grant or agreement, the Service Provider shall report the fact promptly and fully to the County. The County, or the State, or the DOL representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization and royalty will be administered in order to protect the public interest consistent with the government policy. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract, including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.
- g. Disallowed Costs.** If the County determines in its sole and absolute discretion, through monitoring, audit, investigation, or review of fiscal records, that any disbursements made under this Contract are disallowed costs, the Service Provider shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If the County, in its sole and absolute discretion, determines that the costs are disallowed, reimbursement to the County of said amounts must be made within 45 days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due to the Service Provider. The resolution shall be executed in accordance with the Department's Procedures on Audit Resolution.
- h. Independent Capacity.** In the performance of the Contract, Service Provider, its agents and employees, and any subcontractors, shall act in an independent capacity and not as officers, employees, or agents of the County.
- i. Service Provider Primary Contact.** The Service Provider will designate an individual to serve as the primary point of contact for this Contract. Service Provider shall notify WDD when there is a change in the primary point of contact. Service Provider or designee must respond to County inquiries within two County business days.
- j. Change of Address.** Service Provider shall notify the County, in writing, within ten business days of any change in mailing address.
- k. Contract Assignability.** Without the prior written consent of the County, the Service Provider is prohibited from assigning or transferring the proprietorship of this contract to any other party either in whole or part.
- l. Contract Amendments, Extensions and Waivers.** Service Provider agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations. WDD retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy. No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.
- m. Lawsuits.** Service Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Service Provider's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- n. **Conflict of Interest.** Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being; motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Contractor is subject to the provisions of California Government Code Sections 1090, 1091.2, 1126, 87100, and any other conflict of interest code applicable to contracts with the County. Pursuant to Section 1091.2 of the California Government Code and Policy No. 1 of the Workforce Development Board, if a contract, subcontract or purchase order will directly or indirectly involve a Workforce Development Board Member, Contractor must disclose the nature of the Workforce Development Board Member's relationship, including that of any family member, with the Service Provider on the "Conflict of Interest Full Disclosure Certification" which shall be submitted with its Proposal but no later than Contract award.

- o. **Nepotism.** No individual, related by blood, adoption or marriage to any Service Provider executive, person in an administrative capacity, employee or volunteer, shall be allowed to enroll for services or training provided by the Service Provider.
- p. **Confidentiality**
- i. Service Provider shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of WIOA Section 116 (i)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.
 - ii. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant, Participant, or recipient of services under this Contract.
 - iii. Service Provider agrees to inform all subcontractors, consultants, employees, agents and partners of the above provisions, and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.
- q. **Compliance with Laws and Regulations.** The Service Provider warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules and regulations of the United States, the State of California, and San Bernardino County. The Service Provider further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.
- r. **Environmental Regulations**
- i. **EPA Regulations.** If the amount awarded to Service Provider under the Contract exceeds one hundred thousand dollars (\$100,000), Service Provider agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
 - ii. **State Energy Conservation Clause.** Service Provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 204, Division 2, Chapter 4, California Code of Regulations).
- s. **Recycling.** Service Provider shall use recycled products, whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

- t. **Notification.** In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day, in writing, and by telephone.
- u. **Report on Fraud and Abuse.** The Service Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Service Provider shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity, or any suspected or proven fraud, abuse or criminal acts committed by staff or Participants. If the allegation is of an emergency and/or fiscal nature, it shall be reported to the County by telephone and, immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Service Provider's file. Report on fraud and abuse shall be executed in accordance with WDD Administrative Services Manual, Chapter 8. In addition, theft or embezzlement from employment and training funds under WIOA shall be subject to a fine or imprisonment, pursuant to §665 of Title 18, United States Code.

XVII. CONCLUSION

This Contract is the full and complete document describing services to be rendered by Service Provider to the County, including all covenants, conditions, and benefits. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.///

[Signatures Continued on the Next Page]

IN WITNESS WHEREOF, this Contract has been executed by and on behalf of the parties hereto, the day and year first above written.

BOARD OF SUPERVISORS

► Robert A Lovingood
Robert A Lovingood, Chairman, Board of Supervisors

Dated: JUN 12 2018
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By K Schram
Deputy
Laura H Welch
Clerk of the Board of Supervisors
of the County of San Bernardino



California Association Health & Education Linked Professions

(Print or type name of corporation, company, contractor, etc.)

By ► Jenae Holtz
(Authorized signature - sign in blue ink)

Name Jenae Holtz
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 5/21/18

Address 17800 US Highway 18
Apple Valley, CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
► Sophie A. Akins
Sophie A. Akins, County Counsel
Date 6-5-18

Reviewed for Contract Compliance
► Mariann Johnson
Mariann Johnson, Deputy Director
Date 6-1-18

Reviewed/Approved by Department
► Reg Javier
Reg Javier, Department Head
Date 6/6/18

Attachment A

Youth Satisfaction Survey

Please answer the following questions:

1. I get the support I need to reach my educational and career goals from the staff.
Strongly Agree Agree Disagree Strongly Disagree
2. My case manager provides me with information about the program's activities and encourages me to be actively engaged.
Strongly Agree Agree Disagree Strongly Disagree
3. My case manager listens to me and helps me solve problems that might get in my way.
Strongly Agree Agree Disagree Strongly Disagree
4. I am provided with access to the tools and equipment necessary to do an effective job search.
Strongly Agree Agree Disagree Strongly Disagree
5. I receive practical information and learn skills through this program.
Strongly Agree Agree Disagree Strongly Disagree
6. All the instructors I interact with (in workshops, in education classes) were enthusiastic about what they were teaching.
Strongly Agree Agree Disagree Strongly Disagree
7. All staff treated me with respect (paid attention to me, made me feel valued).
Strongly Agree Agree Disagree Strongly Disagree
8. The staff was helpful to me (demonstrated knowledge of the resources; spent time with me; made appropriate suggestions and referrals).
Strongly Agree Agree Disagree Strongly Disagree
9. The program helped me find a job.
Strongly Agree Agree Disagree Strongly Disagree
10. The site where the program services are delivered is welcoming and visually appealing.
Strongly Agree Agree Disagree Strongly Disagree
11. I feel like I belong when I am at the program.

Strongly Agree Agree Disagree Strongly Disagree

12. Considering everything, I am satisfied with my overall experiences in the program.

Strongly Agree Agree Disagree Strongly Disagree

13. I would recommend the program to a friend.

Strongly Agree Agree Disagree Strongly Disagree

14. I got a job in the field I was interested in.

Strongly Agree Agree Disagree Strongly Disagree

15. My work experience has helped me identify the next step in my career.

Strongly Agree Agree Disagree Strongly Disagree

16. I have gained the necessary skills to further my career opportunities.

Strongly Agree Agree Disagree Strongly Disagree

17. How did you hear about the program?

From a friend or family member	From a counselor at school or in another program	From an announcement/ flyer that I saw posted.	Other
--------------------------------	--	--	-------

If Other was chosen, please clarify:

18. The staff is very interested in your opinion. We would like to hear your ideas as we continuously improve our services to you. Please tell us any ideas you have for improvements to the program:

Marina Gallegos

From: Jenae Holtz
Sent: Thursday, August 9, 2018 12:45 PM
To: Marina Gallegos
Subject: FW: REVISED Triage Grant Budget- Return Documents Required
Attachments: CAHELP.pdf; REVISED Schools Budget Worksheet- reduction.xlsx; Instructions for submitting revised SCHOOLS Budget Worksheet for Reduced Triage Grants.docx
Importance: High

From: Antonicelli, Kristal@MHSOAC <Kristal.Antonicelli@MHSOAC.CA.GOV>
Sent: Thursday, August 9, 2018 12:40 PM
To: Jenae Holtz <Jenae.Holtz@cahelp.org>
Subject: REVISED Triage Grant Budget- Return Documents Required
Importance: High

Good Afternoon,

In preparation for executing Triage contracts, the Triage unit will need specific information regarding your programs.

Our unit has been working diligently to notify all awardees of their new funding amounts as approved by the Commission in the July meeting. The revised Triage budget amount for CAHELP JPA School-County Collaborative Triage program is \$5,293,367.

Attached to this email are three documents: 1) An Instruction Sheet for completing a revised Budget Worksheet and the Summary of Changes, 2) your original Budget Worksheet (to be used as a template), and 3) a Budget Worksheet Template with an example.

Note: Administrative costs cannot exceed 15% of your budget, or no more than \$794,005.05.

Please return all three required documents by close of business on Monday, August 27, 2018. If this timeframe presents difficulties for you, please contact me so that I can assist you in the process.

Kristal A. Antonicelli

Health Program Specialist
Triage Unit

Mental Health Services
Oversight & Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814
Phone: (916) 445-8696
Fax: (916) 445-4927
www.mhsoac.ca.gov

"It is better to actively listen than to excessively speak. To listen is to not only hear what is said aloud, it is hearing the meaning of the space between words - for it is often the words that are missing that convey the most meaning."

--Me

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

June 12, 2018

**FROM: VERONICA KELLEY, Director
Department of Behavioral Health**

SUBJECT: CONTRACTS FOR 0-5 COMPREHENSIVE TREATMENT SERVICES

RECOMMENDATION(S)

Approve the following contracts with for the provision of 0-5 Comprehensive Treatment Services program, in an amount not to exceed \$104,499,930, for the period of July 1, 2018 to June 30, 2023:

1. Christian Counseling Services, **Contract No. 18-344** in the amount of \$10,735,975.
 2. Desert/Mountain Children's Center, **Contract No. 18-345** in the amount of \$46,450,200.
 3. Hearts & Lives, **Contract No. 18-346** in the amount of \$2,493,050.
 4. Lutheran Social Services of Southern California, **Contract No. 18-347** in the amount of \$4,155,080.
 5. Victor Community Support Services, Inc., **Contract No. 18-348** in the amount of \$24,995,720.
 6. West End Family Counseling Services, **Contract No. 18-349** in the amount of \$15,669,905.
- (Presenter: Veronica Kelley, Director, 388-0801)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

This item does not impact Discretionary General Funding (Net County Cost). The recommended amount of \$104,499,930 for 0-5 Comprehensive Treatment Services is funded by Children and Families Commission for San Bernardino County (First 5), Mental Health Service Act Prevention and Early Intervention, Medi-Cal Federal Financial Participation, and 2011 Behavioral Health Subaccount. Desert/Mountain Children's Center will provide matching funds reimbursement of up to \$12,530,820 (\$2,505,164 annually) for children and youth who receive mental health services offered through the center. Adequate appropriation and revenue have been included in DBH's 2018-19 recommended budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

0-5 Comprehensive Treatment Services are comprised of Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIIIS) programs. SART is

Page 1 of 4

cc: DBH - Gibson w/ agrees
Contractor c/o DBH w/ agree
DBH - Kelley
DBH - Hoatson
Purchasing - Candelaria
CAO - Atkeson
File - w/ agree
mr 06/25/2018

ITEM 35

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION AYE 1 DISSENT 3 RECORD 4 MOVE 4 AYE 5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: June 12, 2018

**CONTRACTS FOR 0-5 COMPREHENSIVE TREATMENT SERVICES
JUNE 12, 2018
PAGE 2 OF 4**

designed to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages 0-5. EIS enables young children ages 0-9 years of age easy access to needed mental health services which are more appropriately served through EIS. DBH anticipates that the recommended agencies will provide 0-5 Comprehensive Treatment Services annually to approximately 2,985 SART clients at an estimated cost of \$4,580 per client, and approximately 2,250 EIS clients at an estimated cost of \$2,950 per client.

DBH is responsible for providing mental health and substance use disorder services to San Bernardino County residents who are experiencing major mental illness, substance use disorders, and other addictions. An integral part of the service delivery system consists of County operated and contracted service providers delivering a variety of mental health treatment services.

The 0-5 Comprehensive Treatment Services program consists of two programs: SART and EIS. The SART program provides services to children ages 0-5 who have experienced physical, sexual, or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; experienced family violence, family substance use disorders, maternal mental illness; or been involved in the foster care system. This population has been diagnosed with mental health disorders that require specialty mental health services. The EIS program provides services to children/youth ages 0-9 who struggle with social-emotional disturbances or display developmental concerns that require less intensive, short-term interventions. Services will target children identified as unserved, underserved, or who have been referred from SART or the universal screening process.

PROCUREMENT

On December 4, 2017, the County Administrative Office approved and authorized the release of a Request for Proposals (RFP) to solicit agencies for the provision of 0-5 Comprehensive Treatment Services program, for the period of July 1, 2018 through June 30, 2023. The RFP was publicly advertised through direct mailings to more than 400 community based organizations, advertised in local newspapers, and made available through the County's Electronic Procurement System.

A total of 28 agencies attended the mandatory proposal conference and technical assistance meeting held on December 18, 2017. DBH received ten proposals in response to the RFP that met the minimum qualifications and were reviewed during the evaluation process.

Agency/Location	Proposed Region(s) to be served	5-Year Proposed Contract Amount
Christian Counseling Services Redlands, CA	East Valley	\$15,265,470
Desert/Mountain Children's Center Apple Valley, CA	Eastern Desert, High Desert & Mountains	\$49,247,505

**CONTRACTS FOR 0-5 COMPREHENSIVE TREATMENT SERVICES
 JUNE 12, 2018
 PAGE 3 OF 4**

Agency/Location	Proposed Region(s) to be served	5-Year Proposed Contract Amount
Greater Hope Foundation Barstow, CA	High Desert	\$1,818,397
Hearts & Lives Blue Jay, CA	Mountains	\$1,447,805
Lutheran Social Services of Southern California Big Bear, CA	Eastern Desert & High Desert	\$4,250,000
McKinley Children's Center San Dimas, CA	East Valley, West Valley, and High Desert/Mountain	\$20,592,210
Uplift Family Services Campbell, CA	East Valley	\$13,575,000
Valley Star Behavioral Health, Inc. San Bernardino, CA	Eastern Desert & East Valley	\$47,143,695
Victor Community Support Services, Inc. Chico, CA	High Desert/Mountain & East Valley	\$27,495,825
West End Family Counselling Services Ontario, CA	West Valley	\$17,865,495

All proposals received were reviewed and evaluated by an evaluation team comprised of staff from Children and Family Services Department, Children's Network, First 5, Department of Child Support Services, and DBH Program and Fiscal staff. The evaluation of the proposals was based on the criteria referenced in the RFP, including, but not limited to: demonstrated understanding of target population and how to best meet their needs; demonstrated ability to serve target population in a manner consistent with the Core Practice Model, including clinical services and management of data tracking requirements; experience incorporating the Child, Adolescent, Needs and Strengths assessment and treatment planning process; demonstrated ability to serve the number of unduplicated participants indicated; ability to incorporate measurement tools within the program; ability to provide specified services by contract start date; experience in providing services described in RFP; meets staffing levels and requirements; appropriate facility layout and location to proposed service area; availability of transportation; and ability to serve specific geographic areas.

Based on the program and fiscal evaluations and resulting contract negotiations, the following six agencies are recommended for contract award to provide 0-5 Comprehensive Treatment Services through June 30, 2023.

Agency	Region(s) to be served	5-Year Contract Amount
Christian Counseling	East Valley	\$10,735,975

CONTRACTS FOR 0-5 COMPREHENSIVE TREATMENT SERVICES
JUNE 12, 2018
PAGE 4 OF 4

Agency	Region(s) to be served	5-Year Contract Amount
Services		
Desert/Mountain Children's Center	Eastern Desert, High Desert & Mountains	\$46,450,200
Hearts & Lives	Mountains	\$2,493,050
Lutheran Social Services of Southern California	Eastern Desert & High Desert	\$4,155,080
Victor Community Support Services, Inc.	East Valley	\$24,995,720
West End Family Counseling Services	West Valley	\$15,669,905
	Total	\$104,499,930

The contract awards allow for the most comprehensive provision of services to the broadest number of individuals across San Bernardino County in the most effective manner. DBH will monitor contractor performance on a regular basis to ensure compliance standards are met.

Agencies not recommended for contract award were notified by mail. Proposers not recommended for contract award were able to submit a formal written protest to the Purchasing Director based on the criteria in the RFP. No written protests were received.

REVIEW BY OTHERS

This item has been reviewed by Behavioral Health Contracts (Ellayna Hoatson, Contracts Supervisor, 388-0858) on May 29, 2018; County Counsel (Frank Salazar, Deputy County Counsel, 387-5455) on May 30, 2018; Purchasing Department (Michael Candelaria, Lead Buyer, 387-0321) on May 29, 2018; Finance (Steve Atkeson, Administrative Analyst, 386-8393) on May 23, 2018; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on May 23, 2018.



Contract Number

18-345

SAP Number

4400008351

Department of Behavioral Health

Department Contract Representative	Johnnetta Gibson
Telephone Number	(909) 388-0861
Contractor	Desert/Mountain Children's Center
Contractor Representative	Jenae Holtz
Telephone Number	(760) 552-6700
Contract Term	July 1, 2018 through June 30, 2023
Original Contract Amount	\$46,450,200
Amendment Amount	
Total Contract Amount	\$46,450,200
Cost Center	9203212200

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Desert/Mountain Children's Center referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

WHEREAS, the County desires to purchase and Contractor desires to provide 0-5 Comprehensive Treatment Services: Screening, Assessment, Referral and Treatment (SART) and Early Intervention and Identification Services, and,

WHEREAS, this Agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
- C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- D. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- E. The term "Director," unless otherwise stated, refers to the Director of DBH for the County of San Bernardino.
- F. The term "head of service" as defined in the California Code of Regulations, Title 9, Sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- G. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSAOC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- H. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- I. The "County Contract Rate" (CCR) is the maximum allowable reimbursement rate established by DBH.
- J. The "provisional rates" are the interim rates established for billing and payment purposes and are subject to change upon request and approval by DBH Administrative Services - Fiscal Division.

II. Contract Supervision

- A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract.
- B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate

a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

- C. Contractor shall provide DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

III. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21 in accordance with applicable provisions of law and Addendum I.
- C. Limitations on Moral Grounds
 - 1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
 - 2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To DBH:
 - i. After executing this Contract;
 - ii. Whenever Contractor adopts the policy during the term of the Contract;
 - b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
 - i. To potential beneficiaries before and during enrollment; and
 - ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
- D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.
- E. Contractor agrees to submit reports as requested and required by the County and/or the Department of Health Care Services (DHCS).
- F. Data Collection and Performance Outcome Requirements
Contractor shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate

in the outcomes measurement process, as required by the State and/or DBH. For Mental Health Services Act (MHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update.

Contractor shall comply with all requests regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Contractor shall provide information by entering or uploading required data into:
 - a. County's billing and transactional database system.
 - b. DBH's client information system and, when available, its electronic health record system.
 - c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
 - d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
 - e. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
 - a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
 - b. Client preferred language survey (paper-based), if requested by DBH.
 - c. Intermittent services outcomes surveys.
 - d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
4. Data must be entered, submitted and/or updated in a timely manner for:
 - a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.
 - b. All service, program, and survey data will be provided in accordance with all DBH established timelines.

- c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within 48 hours of the event or evaluation, whichever is sooner.
5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.
8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

G. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor

has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State, and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

Contractor shall submit audited financial reports on an annual basis to DBH. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event the Contract is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Contractor.

- H. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to Contractor, if Contractor has been given at least thirty (30) days notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Agreement; Federal, State, and County audit exceptions resulting from noncompliance, violations of pertinent Federal and State laws and regulations, and significant performance problems as determined by the Director or designee from monitoring visits.
- I. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the County or DHCS determines Contractor has not performed satisfactorily.
- J. Cultural Competency
The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for the County of San Bernardino and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain

a copy of the current DBH CCP.

1. Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

- a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.
- c. Upon request, Contractor shall provide DBH with cultural specific service options available to be provided by Contractor.
- d. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.
- e. To assist Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:
 - i. Technical assistance to Contractor regarding cultural competency implementation.
 - ii. Demographic information to Contractor on service area for service(s) planning.
 - iii. Cultural competency training for DBH and Contractor personnel.

NOTE: Contractor staff is required to attend cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency

training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

- iv. Interpreter training for DBH and Contractor personnel, when available.
- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.

K. Access by Public Transportation

Contractor shall ensure that services provided are accessible by public transportation (*if appropriate*).

L. Accessibility/Availability of Services

Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

M. Site Inspection

Contractor shall permit authorized County, State, and/or Federal Agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

N. Disaster Response

In the event that a local, State, or Federal emergency is proclaimed within San Bernardino County, Contractor shall cooperate with the County in the implementation of the DBH Disaster Response Plan. This may include deployment of Contractor staff to provide services in the community, in and around county areas under mutual aid contracts, in shelters and/or other designated areas.

Contractor shall provide the DBH Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be kept current by quarterly reports to the County by Contractor. The County shall keep such information confidential and not release other than to authorized County personnel or as otherwise required by law.

Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or

County's designee.

The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.

O. Collections Costs

Should the Contractor owe monies to the County for reasons including, but not limited to, Quality Management review, cost-settlement, and/or fiscal audit, and the Contractor has failed to pay the balance in full or remit mutually agreed upon payment, the County may refer the debt for collection. Collection costs incurred by the County shall be recouped from the Contractor. Collection costs charged to the Contractor are not a reimbursable expenditure under the Contract.

P. 2-1-1 Registration

Contractor shall submit request to register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of the change. Services performed as a result of being included in the 2-1-1 database are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

Q. Damage to County Property, Facilities, Buildings, or Grounds (If Applicable)

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

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

R. Damage to County Issued/Loaned Equipment (If Applicable)

1. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

3. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account.

Contractor will be responsible for the VPN token replacement fee.

IV. Funding and Budgetary Restrictions

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or go over 15% of a budgeted line item without the prior written approval of the Director or designee. Budget line items applicable to the 15% rule are: (1) Total Salaries & Benefits and (2) Individual Operating Expense items. The County has the sole discretion of transferring funds between funding sources or modes of services.
 - 1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.
- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than April 15 for the operative fiscal year. Requests must be addressed to the Deputy Director of Administrative Services, written on organizational letterhead, and include an explanation of the revisions being requested.
- F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.

- G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.
- H. Contractor Prohibited From Redirections of Contracted Funds:
1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.
 2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.
 3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.
- I. Contractor must establish and maintain effective internal controls over all funding awarded to Contractor by County to provide reasonable assurance that Contractor complies with Federal, State, and County statutes, regulations, and terms and conditions of the Contract.
- J. The Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

V. Provisional Payment

- A. During the term of this Agreement, the County shall pay Contractor in arrears for eligible services provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.
- B. County's adjustments to provisional payments to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, annual cost report and audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. After fiscal review and approval of the billing or invoice, County shall provisionally pay Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
 2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost, set forth in the applicable

budgetary Schedules A and B.

3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 € of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
4. Reimbursement for mental health services claimed and billed through the DBH claims processing information system will utilize provisional rates based on a Cost Reimbursement methodology under this Agreement.
5. County will send Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
6. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment. DBH Fiscal recovers denied claim amounts on a quarterly basis.
7. Quality Assurance Medi-Cal chart review disallowances will be recovered from Contractor's current invoice payment(s).

D. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' general ledger with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.

1. For each fiscal year period (FYs 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23), no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.

E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be updated at least twice a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. Provisional payments for

mental health services shall closely approximate final payments to ensure that neither County nor Contractor have large sums due or owed during the cost report settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report or County Contract Rate (CCR), whichever is lower, shall prevail.

1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
 - G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective prospectively from the time the approved provisional rates are entered into the rate table of the County's claiming system.
 - H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.
 - I. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.
 - J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the expiration date of this Agreement as described in the Annual Cost Report Settlement Article.
 - K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.
 - L. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
 - M. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
 - N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other

categorical funding, prior to utilizing MHSAs funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSAs. Contractor will be required to reimburse funds to the County.

- O. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/oca> (U.S. Office of Personnel Management).
- P. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- Q. Contractor shall have a written policy and procedures which outline the allocation of the indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- R. Indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the Modified Total Direct Cost (MTDC) of the program unless Contractor can obtain a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies. All costs must be based on actual instead of estimated costs.
- S. Prohibited Payments
 - 1. County shall make no payment to Contractor other than payment for services covered under this Contract.
 - 2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
 - 3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128,

1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

- c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
 - d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- T. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

VI. Reimbursement to County of San Bernardino

- A. The maximum amounts of reimbursement to County for the department's match for the EPSDT Medi-Cal under this Contract shall not exceed the amount listed in the table below and shall be subject to availability of funds to Contractor. The consideration to be paid to County, as provided herein, shall be in full payment of the Agency Match for all EPSDT Medi-Cal services.

<u>Fiscal Year</u>	<u>Agency Match</u>	<u>Total</u>
FY 2018-19	\$ 552,169	\$ 552,169
FY 2019-20	\$ 552,169	\$ 552,169
FY 2020-21	\$ 552,169	\$ 552,169
FY 2021-22	\$ 552,169	\$ 552,169
FY 2022-23	\$ 552,169	\$ 552,169
Total	\$ 2,760,845	\$ 2,760,845

- B. As provided in Reimbursement to County of San Bernardino, paragraph A. herein, Contractor shall provide necessary local match for Medi-Cal EPSDT reimbursement for services provided to children and youth who are both Medi-Cal eligible and are students in the school district. The total Contract amount that Contractor will reimburse County shall not exceed the amounts listed in Reimbursement to County of San Bernardino, paragraph A.
- C. County will be reimbursed on a cost reimbursement basis based on actual services completed and billed.
- D. Reimbursement for services provided shall occur on a quarterly basis of approved expenses incurred and claimed by County. County shall monitor the use of the Agency Match funds and submit a quarterly report to Contractor shall include a breakdown for the months of service.

Monthly claims will be sent to:
 Desert/Mountain Children's Center
 Attention: Fiscal Staff
 17800 Highway 18
 Apple Valley, CA 92307

- E. Contractor will reconcile claim and will reimburse County via check no later than thirty (30) calendar days after receipt of a claim for reimbursement from County. Payments shall be sent to the following address:

Department of Behavioral Health
Attn: Fiscal Services
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

- F. Costs for services under the terms of this Contract will be incurred during the Contract period except as approved in writing by the Director of DBH. Contractor will not use current year funds to pay prior or future year obligations.
- G. Contractor certifies that it will not match Title XIX (Medi-Cal) with federal funds or funds originated as federal funds. Contractor certifies and assures that it has the state and/or local match funds available to draw down the federal share for the EPSDT services provided to children. Possible sources of qualifying matching funds are: contractor general funds, local revenue, local tax dollars, First Five California. If funding is a pass-through from a Foundation, contractor agrees to ensure foundation is not using any federal funds they have received.
- H. If payment is not received by DBH within thirty (30) days after invoicing, future payments to Contractor for EPDST Medi-Cal services will be withheld.
- I. Contractor will provide DBH with a Letter of Certified Public Expenditure and will clearly identify the source of the funds used as match the Medi-Cal reimbursement. No federal will be used for this purpose.

VII. Electronic Signatures

The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If Contractor desires to use e-signatures in the performance of this Contract, Contractor shall:

- A. Submit the request in writing to DBH Office of Compliance at the following address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

or send via email to: Compliance_Questions@dbh.sbcounty.gov

1. Fulfill all requisite pre-conditions, including, but not limited to, having a policy regarding electronic signatures, providing related policies for DBH review and approval and completing a checklist of the requisites, and meet all the latest requirements of DBH and the applicable State agency(ies).
 2. Obtain written approval from the Director of DBH or designee prior to the use of electronic signatures.
- B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.
- C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VIII. Annual Cost Report Settlement

- A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than one hundred fifty (150) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.
1. Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.
- B. The cost report is a multiyear process consisting of a preliminary settlement, final settlement, and is subject to audit by DHCS pursuant to WIC 14170.
- C. These cost reports shall be the basis upon which both a preliminary and a final settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Duration and Termination Article, Paragraph C, the preliminary settlement will be based upon the most updated State Medi-Cal approvals and County claims information.
1. Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Cost Report Reconciliation and Settlement with Contractor.
 - a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.
 2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than one hundred fifty (150) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.
 3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the State DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.
 4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the

annual cost report is to be prepared.

- a. Attendance by Contractor at the County's Cost Report Training is mandatory.
 - b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.
5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.
 6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.
 7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.
 8. No claims for reimbursement will be accepted by the County after the cost report is submitted. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.
 9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:
 - a. Available Match Funds
 - b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.
- D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.
1. Upon issuance of the County's annual cost report settlement, Contractor may, within fifteen (15) calendar days, submit a written request to the County for review of the annual cost report settlement.
 2. Upon receipt by the County of Contractor's written request, the County shall, within thirty (30) calendar days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
 3. Within thirty (30) calendar days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.
 5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).
 6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.
- E. Method of Payments for Amounts Due to the County
1. Within ten (10) business days after written notification by the County to Contractor of any amount due by Contractor, Contractor shall notify the County as to which of the following five payments options Contractor requests be used as the method by which such amount shall be recovered by the County. Any such amount shall be:
 - a. Paid in one cash payment by Contractor to the County;
 - b. Deducted from future claims over a period not to exceed three (3) months;
 - c. Deducted from any amounts due from the County to Contractor whether under this Agreement or otherwise;
 - d. Paid cash payment(s) by Contractor to the County over a period not to exceed three (3) months; or
 - e. A combination of any or all of the above.
 2. If Contractor does not so notify the County within such ten (10) days, or if Contractor fails to make payment of any such amount to the County as required, then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.
- F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:
1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual net cost;
 2. Published charges;
 3. Maximum cost based upon the CCR for minutes/hours/days of time provided for each service function; or,
 4. Maximum Contract amount.

IX. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor.

X. Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Medical Records/Protected Health Information Article.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.
- E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited

to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.

- F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the CCR, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.
- G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.
- H. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.
- I. If the Contractor has been approved by the County to submit Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of EPSDT Medi-Cal claims by mode of service for the fiscal year projected across all EPSDT Medi-Cal claims by mode of service.

XI. Single Audit Requirement

Pursuant to CFR, Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Contractors expending the threshold amount or more in Federal funds within the Contractor's fiscal year must have a single or program-specific audit performed in accordance with Subpart F, Audit Requirements. The audit shall comply with the following requirements:

- A. The audit shall be performed by a licensed Certified Public Accountant (CPA).
- B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of

the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

- D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.
- E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:
1. Financial statements and schedule of expenditures of Federal awards
 2. Summary schedule of prior audit findings
 3. Auditor's report(s)
 4. Corrective action plan

Contractor must keep one copy of the data collection form and one copy of the reporting package described above on file for ten (10) years from the date of submission to the FAC or from the date of completion of any audit, whichever is later.

- F. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.
 2. Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

The costs of a financial statement audit of Contractor's that do not have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

- G. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).
- H. The work papers and the audit reports shall be retained for a minimum of ten (10) years

from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

- I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

XII. Contract Performance Notification

- A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.
- B. Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

XIII. Probationary Status

- A. In accordance with the Performance Article of this Agreement, the County may place Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.
- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.
- C. The duration of probationary status is determined by the Director or designee(s).
- D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.
- E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.
- F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

XIV. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2018 through June 30, 2023 inclusive.
- B. This Agreement may be terminated immediately by the Director at any time if:
 1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. There is evidence of fraud or misuse of funds by Contractor; or
 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or

that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

XV. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

XVI. Patient/Client Billing

- A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
 - 3. Contractor shall not retain any fees paid by any sources for, or on behalf of,

Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:
 - a. Contractor's submission of revised claim statement showing all such non-reported revenue.
 - b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.
 - c. Any appropriate financial adjustment to Contractor's reimbursement.
- B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].
- C. Consumer/Client Liability for Payment

Pursuant to California Code of Regulations, Title 9, Section 1810.365, Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from the consumer/client or persons acting on behalf of the consumer/client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Consistent with 42 C.F.R., Section 438.106, Contractor or subcontractor of Contractor shall not hold the consumer/client liable for debts in the event that Contractor becomes insolvent for costs of covered services for which DBH does not pay Contractor; for costs of covered services for which DBH or Contractor does not pay Contractor's subcontractors; for costs of covered services provided under a contract, referral or other arrangement rather than from DBH; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a consumer/client with an emergency psychiatric condition.

XVII. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the

following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).

- D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- F. Statements of Disclosure
 - 1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:
 - a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;
 - b. Date of birth and Social Security Number (if an individual);
 - c. Other tax identification number (if a corporation or other entity);
 - d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;
 - e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
 - f. The name, address, date of birth and Social Security Number of any

managing employee of the Contractor.

2. Contractor shall also submit disclosures related to business transactions as follows:
 - a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of a request by County.
 3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:
 - a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs;
 - 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. Agent is described in 42 C.F.R. §455.101; and
 - c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.
- G. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:
1. Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
 2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
 3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the

Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

- H. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.
- I. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.

J. Iran Contracting Act of 2010

In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

K. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

1. Engaging in severe forms of trafficking in persons during the duration of the Contract;
2. Procuring a commercial sex act during the duration of the Contract; and
3. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

XVIII. Prohibited Affiliations

- A. Contractor shall not knowingly have any prohibited type of relationship with the following:
 1. 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 non-procurement 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)].

2. 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)].
- B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].
- C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
1. 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)].
 2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
 3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].
 4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
 5. 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)].
 6. 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)].
- D. Conflict of Interest
1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
 2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].
 - a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XIX. Licensing, Certification and Accreditation

- A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in

immediate termination of this Contract.

- B. Contractor shall maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.
- C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:
 - 1. Its accreditation status, survey type, and level (as applicable); and
 - 2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 - 3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].
- D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.
- E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.
- F. Contractor shall comply with applicable provisions of the:
 - 1. California Code of Regulations, Title 9;
 - 2. California Business and Professions Code, Division 2; and
 - 3. California Code of Regulations, Title 16.
- G. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.
 - 1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 - 2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that

Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.

- a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
- a. S&I List can be accessed at: <http://medi-cal.ca.gov/default.asp>.
4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment I**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of Inspector General (OIG), General Services Administration (GSA), and/or Department of Health Care Services (DHCS).
7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.
8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of Inspector General (OIG), General Services Administration (GSA), and/or Department of Health Care Services (DHCS).

XX. Health Information System

- A. Should Contractor have a health information system, it shall maintain a system that

collects, analyzes, integrates, and reports data (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals [42 C.F.R. § 438.242(a)]. Contractor shall comply with Section 6504(a) of the Affordable Care Act [42 C.F.R. § 438.242(b)(1)].

- B. Contractor's health information system shall, at a minimum:
1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)].
 2. Ensure that data received is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data.
 - b. Screening the data for completeness, logic, and consistency.
 - c. Collecting service information in standardized formats to the extent feasible and appropriate.
- C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)].
- D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XXI. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
1. State Notices,
 2. DBH Policies and Procedures on Advance Directives, and;
 3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.
- C. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:
1. The format is readily accessible;
 2. The information is placed in a location on the Contractor's website that is

- prominent and readily accessible;
3. The information is provided in an electronic form which can be electronically retained and printed;
 4. The information is consistent with the content and language requirements of this Attachment; and
 5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
- D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
- E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].
- F. **Provider List**
Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.
- G. **Beneficiary Informing Materials**
Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides and notices.
- H. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- I. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
- J. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.
- K. **Grievance and Complaint Procedures**
Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.
- L. **Notice of Adverse Benefit Determination Procedures**
Contractor shall ensure that staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).

M. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.
2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.
3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.
4. Written reports shall not be made via email unless encryption is used.

N. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

O. Release of Information

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

P. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

Q. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall

be determined by DBH when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of DBH, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. DBH may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from DBH.
 2. Before equipment purchases made by Contractor are reimbursed by DBH, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.
 3. All equipment purchased/reimbursed with funds from this Agreement shall only be used for performance of this Agreement.
 4. Assets purchased with Medi-Cal Federal Financial Participation (FFP) funds shall be capitalized and expensed according to Medi-Cal (Centers for Medicare and Medicaid Services) regulation.
 5. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the monthly activity report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, source of funding, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of \$5,000 must be depreciated.
 6. Upon termination of this Agreement, Contractor will provide a final inventory to DBH and shall at that time query DBH as to requirements, including the manner and method in returning equipment to DBH. Final disposition of such equipment shall be in accordance with instructions from DBH.
- R. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.
- S. **Travel**
Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.
- T. Political contributions and lobbying activities are not allowable costs. This includes contributions made indirectly through other individuals, committees, associations or other

organizations for campaign or other political purposes. The costs of any lobbying activities however conducted, either directly or indirectly, are not allowable.

XXII. Laws and Regulations

- A. Contractor agrees to comply with all relevant Federal and State laws and regulations, including, but not limited to those listed below, inclusive of future revisions, and comply with all applicable provisions of:
1. Mental Health Plan (MHP) Contract with the State;
 2. California Code of Regulations, Title 9;
 3. California Code of Regulations, Title 22;
 4. California Welfare and Institutions Code, Division 5;
 5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455;
 6. Code of Federal Regulations, Title 45;
 7. United States Code, Title 42, as applicable;
 8. Balanced Budget Act of 1997; and
 9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.
- B. Health and Safety
Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract:
1. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.
 2. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.
 3. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.
- C. Drug and Alcohol-Free Workplace
In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property, or while using County equipment:
1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of any substance.
 3. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers

medically prescribed drugs.

4. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
5. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.
4. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment II**.
5. Reporting of Improper Access, Use or Disclosure or Breach
Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one

(1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

- a. Provide DBH Office of Compliance with the following information to include but not limited to:
 - i. Date the potential breach occurred;
 - ii. Date the potential breach was discovered;
 - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - iv. Number of potentially affected patients/clients; and
 - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
 - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - ii. The unauthorized person who used PHI or to whom it was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to PHI has been mitigated.
- d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. General Requirement

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- a. If Contractor identifies an issue or receives notification of a complaint

concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.

- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program
- f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.
- g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. Compliance Plan and Program

DBH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

Contractor's Compliance Program must include the following elements:

- a. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the

Contractor's Board of Directors.

b. Policies and Procedures

Written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.

- i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
- ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers.
- iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
- iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov

c. Code of Conduct

Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct.

- i. Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

- ii. Contractor shall distribute to all Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractor shall document annually that such persons have received, read, understand and will abide by said Code.
- d. **Excluded/Ineligible Persons**
Contractor shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.
- e. **Internal Monitoring and Auditing**
Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to County, State and Federal regulations.
 - i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
 - ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
 - iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.
 - iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
 - v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State

agency(ies) and Title 9 of the California Code of Regulations.

f. Response to Detected Offenses

Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

g. Compliance Training

Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.

h. Enforcement of Standards

Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have its own standards, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards.

i. Communication

Contractor shall establish and maintain effective lines of communication between its Compliance Officer and Contractor's employees and subcontractors. Contractor's employees may use Contractor's approved Compliance Hotline or DBH's Compliance Hotline (800) 398-9736 to report fraud, waste, abuse or unethical practices. Contractor shall ensure its Compliance Officer establishes and maintains effective lines of communication with DBH's Compliance Officer and program.

j. In accordance with the Termination paragraph of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice if Contractor fails to perform any of the terms of this Compliance paragraph. At the County's sole discretion, Contractor may be allowed up to thirty (30) days for corrective action.

XXIII. Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; and Title 22 CCR, Sections 72453 and 72527.

XXIV. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

- A. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.
- B. Contractor shall not use or disclose PHI other than as permitted or required by law.

XXV. Admission Policies

- A. Contractor shall develop patient/client admission policies, which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by DBH.
- C. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XXVI. Medical Records/Protected Health Information

- A. Contractor agrees to maintain and retain medical records according to the following:
 - 1. The minimum maintenance requirement of medical records is:
 - a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance with local, State and Federal laws.
 - b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.
 - c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.
 - 2. The minimum contractual requirement for the retention of medical records is:
 - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;
 - b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.
 - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.

- B. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.
- D. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.
- E. The IHI or PHI under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.
- F. The County shall store the medical records for all the Contractor's County funded clients when a Contract ends its designated term, a Contract is terminated, a Contractor relinquishes its contracts or if the Contractor ceases operations.
 - 1. Contractor shall deliver to DBH all data, reports, records and other such information and materials (in electronic or hard copy format) pertaining to the medical records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
 - 2. Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by DBH Medical Records Unit. Contractor shall arrange for delivery of any and all records to DBH Medical Records Unit within seven (7) calendar days (this may be extended to thirty (30) calendar days with approval of DBH) of cessation of business operations.
 - 3. Should the Contractor fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
 - 4. Contractor shall maintain responsibility for the medical records of non-county funded clients.

XXVII. Transfer of Care

Prior to the termination or expiration of this Contract, and upon request by the County, the Contractor shall assist the County in the orderly transfer of behavioral health care for beneficiaries in San Bernardino County. In doing this, the Contractor shall make available to DBH copies of medical records and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries. Under no circumstances will the costs for reproduction of records to the County from the Contractor be the responsibility of the client.

XXVIII. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.

- B. County shall establish standards and implement processes for Contractor that will support understanding of, compliance with, documentation standards set forth by the State. The County has the right to monitor performance so that the documentation of care provided will satisfy the requirements set forth. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All documentation shall be addressed in the beneficiary record.
- C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.
- D. When quality of care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management.
- E. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXIX. Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County.

All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this Contract shall be provided by Contractor.

XXX. Subcontractor Status

- A. If Contractor intends to subcontract any part of the services provided under this Contract to a separate and independent agency or agencies, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:
 1. The name of the subcontracting agency.
 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 3. The amount of funding to be paid to the subcontracting agency.
 4. The subcontracting agency's role and responsibilities as it relates to this Contract.
 5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the

requirements of this Contract. DBH will not reimburse subcontractor directly for any services rendered.

C. Ineligible Persons

Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.

XXXI. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Article, Part A.

XXXII. Indemnification and Insurance

A. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits

must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. **Automobile Liability Insurance**
 Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

 If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

 If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
4. **Umbrella Liability Insurance**
 An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
5. **Cyber Liability Insurance**
 Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. **Professional Services Requirements**

1. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.
 or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.
 or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
2. **Abuse/Molestation Insurance** – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

3. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

XXXIII. Nondiscrimination

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Contractor shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

2. **Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. 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 individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

D. **Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

E. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).

F. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

XXXIV. Contract Amendments

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

XXXV. Assignment

A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.

B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

C. If the ownership of the Contractor changes, both the licensee and the applicant for the

new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:

1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or
3. The reason for the unavailability of such records.

XXXVI. Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXXVII. Improper Consideration

- A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.
- C. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXXVIII. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XXXIX. Conclusion

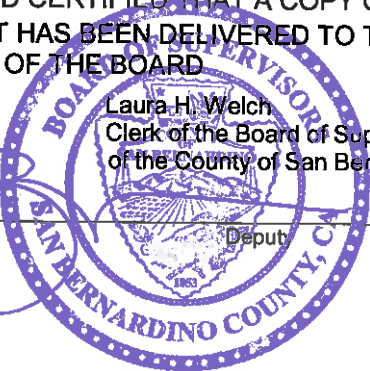
- A. This Agreement consisting of fifty-five (55) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

BOARD OF SUPERVISORS

▶ Robert A. Lovingood
 Robert A. Lovingood, Chairman, Board of Supervisors

Dated: JUN 12 2018
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By MLR
 Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino



Desert/Mountain Children's Center

(Print or type name of corporation, company, contractor, etc.)

By Jenae Holtz
 (Authorized signature - sign in blue ink)

Name Jenae Holtz
 (Print or type name of person signing contract)

Title Chief Executive Officer
 (Print or Type)

Dated: 6-1-18

Address 17800 Highway 18
Apple Valley CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ Frank Salazar
 Frank Salazar, Deputy County Counsel
 Date 5-30-18

Reviewed for Contract Compliance
 ▶ Natalie Kesse
 Natalie Kesse, Contracts Manager
 Date 6/4/18

Reviewed/Approved by Department
 ▶ Georgina Yoshida
 Veronica Kelley, Director
 Date 6/4/18

**DESCRIPTION OF PROGRAM SERVICES
FOR
SCREENING, ASSESSMENT, REFERRAL, AND TREATMENT (SART) SERVICES**

**Desert/Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
(760) 955-3555**

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

- B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Joint Services Agreements to Common Population: Additionally, certain Departmental and Community-Based Agency agreements exist as between the Departments of Behavioral Health (DBH), Children Family Services (CFS), Public Health (DPH), First 5 San Bernardino, Children's Fund, Children's Network and Preschool Services Department (PSD) for the complete Screening, Assessment, Referral and Treatment of Children 0 through 5 exposed to the physical, emotional, psychological, familial and societal ravages of substance misuse/abuse, premature birth, poor maternal nutrition, family violence, or maternal depression. These service agreements may include reimbursable EPSDT Medi-Cal services and non-reimbursable services compensated under separate agreements or funding sources.

Accordingly, the Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH cannot reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries with Medi-Cal funds, such services may be funded through the First 5 funds; however, it is the responsibility of the Contractor to monitor the availability of these additional funds.

Note: All of the requirements noted in **RFP DBH 17 – 52 Request for Proposals for Comprehensive Treatment Services: Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIS)** are incorporated into this Addendum by reference.

II. SART MISSION AND GOALS:

A. Overview

The **Screening, Assessment, Referral, and Treatment (SART)** program will provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal specialty mental health services and attachment enrichment services to children from birth to their 7th birthdays, who reside in San Bernardino County; however, services must be initiated prior to the child's 6th birthday. Additionally, the SART program includes transdisciplinary assessments and treatment that incorporates non-mental health services (e.g., Public Health Nursing, Pediatric Medical Services, and Occupational Therapy). Children who are enrolled in the program can be eligible for EPSDT Medi-Cal services if they are experiencing significant difficulties in daily functioning as a result of a mental health diagnosis (see the current Diagnostic and Statistical Manual) covered by Medi-Cal and meeting EPSDT Medi-Cal Medical Necessity Criteria. Children assessed as not meeting Medical Necessity Criteria for EPSDT Medi-Cal services, but perceived as needing help in developing beneficial attachment with primary and/or secondary caregivers, will be provided similar services generically referred to as "attachment enrichment" activities.

The SART program provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal specialty mental health services and attachment enrichment services to children who

reside in San Bernardino County. Children served in SART must have services initiated prior to their 6th birthday.

Services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages birth through 5 years old.

Children who initiate services prior to the conclusion of their 5th year of age may continue in services through their 6th year of age or until they reach age 7. Throughout this contract the target population refers to "children up through 5 years of age". This phrase will continue to be utilized; however, it is understood children served must have services initiated prior to their 6th birthday, but may continue in services through their 6th year.

Services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages birth through 5 years old. For the SART program, the target population will be children up through 5 years of age who have experienced physical, sexual or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the foster care system. This population is at risk for manifesting emotional and behavioral disorders and significant developmental delays.

It is expected that the client population be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

B. Program Objectives:

1. To assist and support the development of young children who have experienced abuse and/or trauma, which is impacting their ability to function in an age appropriate manner.
2. To provide outpatient mental health and non-mental health services within the context of the child's placement, family, culture, language, community and according to developmental age-appropriate needs.
3. To provide such services in the placement, clinic, home, school and community, as appropriate to the treatment needs and service goals of the child and family, as outlined in the Individualized Service Plan (ISP).
4. To promote coordination and collaboration in care planning efforts with other program team members and with other child-serving agencies and institutions involved in delivering services to children and their families and to insure comprehensive and consistent care.
5. To direct service objectives towards achieving the individual, family and system desired results as identified in the Mental Health Service Plan and the program care plan.

C. Values, Principles, Basic Tenets, and Philosophies of the Core Practice Model:

The Core Practice Model (CPM) is a comprehensive model for serving children and youth in need. The Core Practice Model Guide publication is available through the Department of Health Care Services (DHCS) which defines the Core Practice Model (CPM) as "a set of practices and principles for children/youth served by both the child welfare and the mental health systems that promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children/youth and families involved in the child welfare system. The CPM requires collaboration between child welfare and mental health staff, service providers, and community/tribal partners working with the children, youth, and families."

Contractor is expected to incorporate, demonstrate, and support the basic tenets, philosophies, values, and principles of the CPM as follows:

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

III. PERSONS TO BE SERVED (TARGET POPULATION)

- A. For the SART program, the target population are children up through 5 years of age who have experienced physical, sexual or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the foster care system. This population is at risk for manifesting emotional and behavioral disorders and significant developmental delays. It is expected that the SART program be aware of the target population for the other 0-5 program, Early Identification and Intervention Services (EIIS), since referrals between these programs are common.

It is expected that the client population be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

For both programs (SART and EIIS) the target population will exist of three distinct groups, as follows:

1. Children who have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. – Priority population for SART, but not prohibited from EIIS.
2. Children who are displaying significantly impaired functioning due a mental health condition, but who may not have experienced the severe traumas listed above and do not require ongoing transdisciplinary services. These children will meet EPSDT Medi-Cal Medical Necessity Criteria. – Priority population for EIIS, but not prohibited from SART.
3. Children who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria, but could benefit from services to facilitate improved functioning. To be served primarily by EIIS, but a small number may be seen in SART depending on child's need. This last group will represent a small percentage of all children served.

B. Target Population

1. Children up through 5 years of age who have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence,

maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. Children may be served up to their 7th birthday, but the assessment must be initiated prior to their 6th birthday. – Priority population for SART, but not prohibited from EIS.

2. Children up through 5 years of age who are displaying significantly impaired functioning due a mental health condition, but who may not have experienced the traumas listed above and do not require ongoing transdisciplinary services. These children will meet EPSDT Medi-Cal Medical Necessity Criteria. Children may be served up to their 7th birthday, but the assessment must be initiated prior to their 6th birthday. – Priority population for EIS, but not prohibited from SART
3. Children up through 5 years of age who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria, but could benefit from services to facilitate improved functioning. To be served by both SART and EIS, depending on child's need.

Accordingly, the Contractor shall develop admission policies and procedures regarding those children and youth in need of assessment, referral and treatment who are EPSDT Medi-Cal eligible and non-EPSDT eligible. **These procedures must include identification of the child as a foster child, as foster children will be prioritized for screenings and will be served from a Core Practice Model as appropriate.**

Children not eligible for Medi-Cal, but in need of assessment, referral and treatment should be screened and provided or referred for appropriate services. Services will be identical to those provided in the SART program under EPSDT Medi-Cal funding and will be reimbursed by DBH; however they will be funded through the DBH - First 5 contract and not EPSDT Medi-Cal or Realignment funding. Or, if more appropriate, services may be provided through an "Early Identification and Intervention Services" program, or an appropriate referral shall be provided. It is expected that the contractor will work collaboratively with all 0-5 programs to ensure access to services.

DBH can only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the SB785 and AB 1299 processes and if the SB785 and AB 1299 procedures are followed by the contractor. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

4. SART services shall be furnished to children, ages birth to their 7th birthday, who reside in San Bernardino County and/or beneficiaries who reside in the local surrounding counties and are able to come to the clinic for services.

EPSDT is a federally mandated Medicaid option requiring the provision of screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of 21. EPSDT Medi-Cal services are defined per State Department of Mental Health (DMH) Information Notice 98-03, dated March 6, 1998. The intent of the program is to expand mental health services for children and youth with Medi-Cal coverage to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found."

SART services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages birth through 5 years old (i.e., through the child's fifth year). Accordingly, the target population will be children up through 6 years of age who have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. This population is at

risk of manifesting emotional and behavioral disorders and significant developmental delays.

5. Additionally, specific efforts should be made to reach foster youth who have been identified by either CFS or DBH as meeting the following criteria:
 - a. Currently in or being considered for therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or,
 - b. Currently in or being considered for a psychiatric hospital or 24-hour mental health treatment facility (e.g., community residential treatment facility); or,
 - c. Has experienced three or more placements within past 24 months due to behavioral health needs.

IV. PROGRAM DESCRIPTION

A. Referrals:

The SART program is intended to provide a comprehensive understanding of the difficulties and needs of children, ages 0 through 5, who have experienced physical, sexual or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the child welfare system. This is accomplished through adhering to the values and principles of the Core Practice Model and the provision of a transdisciplinary assessment, which incorporates a broad range of professionals. Based upon this thorough assessment the child is either referred to appropriate services or provided services at the SART Center.

B. Core Practice Model Components:

SART providers will adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. The focus will be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus will be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

C. Specific Program Task Requirements:

All four components (Screening, Assessment, Referral, and Treatment) shall be provided by Contractor.

1. The first function in the model, **Screening**, will be a specialized function. Infants and children may be referred from the community; however, CFS, First 5, Head Start, and DBH will also identify and refer infants and children. Referrals from CFS are prioritized for all service components. The provider will:
 - a. Conduct screening utilizing the Ages and Stages Questionnaire (ASQ) and the Ages and Stages Questionnaire Social/Emotional (ASQ/SE).
 - b. Communicate (oral and written) to child's parent or guardian and the referral source, including CFS, the results of the screening.
 - c. Provide any recommendations for assessment and treatment.
 - d. Provide non-treatment resources for child as appropriate
2. The next two functions are **Assessment** and **Referral** for treatment, and shall be characterized by the following:

- a. Children who are seen as having primarily developmental problems only, will be referred to IRC.
 - b. Transdisciplinary staffing which includes the co-location of existing assessment and treatment resources provided by public agencies and/or community organizations.
 - c. A Transdisciplinary Team assessment approach will be utilized.
 - d. A family-based assessment approach will be utilized.
 - e. An individualized assessment and treatment plan based on the needs of the child and caretaker is required. A qualified professional public health nurse, pediatrician, psychologist, social worker, occupational therapist, speech/language clinician, or infant mental health specialist may conduct relevant assessment protocols.
 - f. After a child is assessed, a report is produced which includes recommendations for treatment. The family is linked with available resources for the indicated treatments.
 - g. Appropriate referrals and/or resources will be provided for all children who do not qualify for the SART program.
3. The last function is **Treatment** which ideally will be available in a child's own community. Treatment shall be provided by the full range of professional staff included within the SART Transdisciplinary Team. Chosen modalities must be appropriate within the scope of practice of the staff.
- a. Mental Health Services: Specific Mental Health treatment services should be provided, such as:
 - 1) Parent-Child Interactive Therapy (PCIT) NOTE: PCIT must be provided to be considered for a SART contract.
 - 2) Parent-Child Dyadic Therapy
 - 3) Sensory Integration Treatment
 - 4) Theraplay
 - 5) Other Evidence-based treatment deemed beneficial for this specialized population
 - b. Public Health Nurse (PHN) Services: PHN to provide Case Management Services (not billable to EPSDT Medi-Cal) to children eligible for the SART program. The intention is to assist and advocate for the child throughout the SART screening, assessment, referral, and treatment process.
 - c. Pediatrician Services: A pediatric physician knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. Ongoing efforts to link children to their primary physician are required and transitioning care should be made as soon as clinically reasonable.
 - d. Occupational Therapy (OT) Services: An Occupational Therapist knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. Services include:
 - 1) OT Evaluation shall include, but not be limited to, the inclusion of standardized measurements. Two standardized measurements which must be included are:

- a) Sensory Profile – Infant/Toddler
- b) Sensory Profile – Short and Long forms
- 2) OT Treatment Services shall include, but not be limited to:
 - a) Consultation with families and other professionals
 - b) 1:1 OT services
- e. Speech and Language Therapy Services: A Speech and Language Therapist (SLT) knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. NOTE: Speech and Language services are available through local education agencies within the special education programs. This service will represent a minority of services provided to children served by SART (i.e., less than 5% of total cost of services). However, it is critical to include in SART for when it is not available through the education system. SLT services include:
 - 1) SLT Evaluation shall include, but not be limited to, the inclusion of standardized measurements.
 - 2) SLT Treatment Services shall include, but not be limited to:
 - a) Consultation with families and other professionals
 - b) 1:1 SLT services

NOTE: SART programs are required to provide all service elements listed above (1 – 4); however, certain children who may benefit solely from ongoing mental health services and qualify for EPSDT Medi-Cal. Medical Necessity should also be assessed and treated.
- 4. It is the expectation that throughout the provision of all services in SART, the Contractor's staff will work collaboratively with any and all additional agencies involved in, or potentially appropriate for, services with the child. Additionally, contractor will work collaboratively with various agencies operating in San Bernardino (e.g., Inland Regional Center) that provide services to children suffering from developmental delays, including autism. This may also include providers of medical services, as the identification of developmental delays and the provision of certain services to this population may fall under the medical services scope of practice. Collaboration with these agencies may be child-specific, or more system focused (e.g., implementing consistent screening tools).

D. Discharge:

The plan to transition out of SART will be incorporated into the service plan as soon as is feasible, but no later than 3 months into services. This plan will focus on aiding the family in developing additional resources to meet the child's needs and will be reviewed with the family at least 1 month prior to exiting SART. Children shall be exited from services under the following circumstances:

- 1. Upon mutual Agreement of the family and Contractor that the goals of treatment have been met;
- 2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the SART Plan;
- 3. Upon parent or guardian's unilateral decision to terminate treatment;
- 4. Upon a good faith determination by Contractor that the individual/family cannot be effectively served by the program (appropriate referrals are required);
- 5. Upon a determination that the individual is a danger to other children, staff or self;

6. Upon transfer out of the County or to another region
- E. Additional Program Responsibilities:

SART Contract Providers are responsible for the items listed below. The costs of items listed below will be recouped through the provision and billing of services (i.e., either EPSDT Medi-Cal or First 5 funded services).

1. Agree to start providing assessment and treatment services no later than 90 days from the start date of the SART Contract. DBH will work with Contractor to assess readiness to provide EPSDT services and facilitate Medi-Cal certification process if Contractor is not currently Medi-Cal certified.
2. Develop, coordinate, and provide formal therapeutic treatment services based on the transdisciplinary assessments and treatment recommendations. Treatment professionals should be primarily comprised of professionals trained in working with children ages 0-5, including a public health nurse, pediatrician, neuropsychologist, occupational therapist, and speech and language therapist. Utilization of a public health nurse will focus on assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal program and/or assist Medi-Cal beneficiaries to access services.
3. Contract with San Bernardino County Department of Public Health for a Public Health Nurse (PHN) to provide Case Management Services (not billable to EPSDT Medi-Cal) to children eligible for the SART program. The intention is to assist and advocate for the child throughout the SART screening, assessment, referral, and treatment process. PHN services must include the following Case Management Components (percentages included as rough estimates of portion of time spent on each task):
 - a. Review Ages and Stages Questionnaire (ASQ) screening results to determine need for referral to SART Assessment Center for behavioral or mental health issues, Inland Regional Center for developmental issues or for re-evaluation at a later date.
 - b. Assist child's family to access services at SART Assessment Center, Inland Regional Center or for re-evaluation at a later date.
 - c. Assure that SART services are explained to the child's parent or guardian in an appropriate language and in a culturally competent manner.
 - d. Assist parent or guardian with necessary arrangements for the assessment visit (transportation, child care).
 - e. Secure medical records in preparation for the assessment visit.
 - f. Attend the assessment results discussion with the family to assure they have a good understanding of the results of the assessment and possible treatment needs.
 - g. Assist the family in finding and accessing appropriate treatment facility or services for the child as recommended by the Assessment Center. (
 - h. Follow up with the family to assure that the treatment plan is initiated.
 - i. Contact family for follow up at the Assessment Center, if necessary.
4. Provide a mental health case management component to children and families to augment the services provided by the PHN through the provision of EPSDT Medi-Cal qualifying targeted case management.
5. Employ and train an adequate number of staff to achieve the scope of objectives. This includes ongoing staff training to develop the overall "provider capacity".

6. Obtain and maintain Medi-Cal certification in order to be able to bill EPSDT Medi-Cal for eligible services.
7. Comply with all DHCS requirements to obtain and maintain Medi-Cal certification eligibility.
8. Utilize a transdisciplinary approach to assessment and treatment of children and families/guardians.
9. Provide pediatric medical evaluations and pediatric neuropsychological developmental assessments as necessary.
10. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
11. Provide services in the appropriate language and in a culturally sensitive manner.
12. Ensure that staff complete at least one training in cultural competency per year (minimum of four (4) hours for clinical staff, two (2) hours for administrative staff).
13. Provide clear communication with contracting agency regarding any significant changes in operation. This would include, but not be limited to:
 - a. Change in business name or address. **NOTE:** This will require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
 - b. Change in staffing. Provide notices to agency within 72 hours of staffing change

V. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones.

A. Mental Health Services Activities:

The specific services to be provided under this Contract/Agreement and their authorized amounts are listed in the attached Schedules A & B, and may reference various modes of service and/or funding sources. Not all of the activities need to be provided for a service to be billable. Similarly, all services claimed to Medi-Cal must meet Medical Necessity Criteria (See Title 9, Section 1830.205 and 1830.210).

1. **Assessment** - is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral health. Relevant cultural issues and history may be included where appropriate. Assessment may include mental status determination, diagnosis and the use of testing procedures, and includes assessment of substance abuse disorders and referral to treatment clinics.
2. **Collateral** – Collateral is a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this activity.
3. **Crisis Intervention** – is a quick emergency response lasting less than 24 hours, to or on behalf of, the client for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the

following; assessment, collateral and therapy. The services enable the client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. Crisis intervention services are limited to stabilization of the presenting emergency. The service does not include Crisis Stabilization.

4. **Individual Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction as a means to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy at which the beneficiary is present (In DBH, services via hypnosis, bioenergetics and sex surrogate therapy are prohibited).
5. **Group Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction as a means to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy. Group therapy is a face-to-face MHS activity delivered to more than one client at a time. This service is always face-to-face.
6. **Rehabilitation Services** – Rehabilitative Services are activities that include but are not limited to assistance in improving, maintaining or restoring a client's or a group of clients' functional impairments, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills and support resources and/or medication education.
7. **Plan Development** – may include any or all of the following:
 - a. Development of plans, treatment plans or service plans.
 - b. Monitoring of the individuals progress.
8. **Psychological Testing** – Psychological Testing is a MHS activity delivered to clients using established tools and tests for the psycho diagnostic assessment of personality, developmental assessment and the assessment of cognitive functioning.
9. **Targeted Case Management** – Linkage and Consultation Services are activities provided by program staff to assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for eligible clients. Service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress and plan.
10. **Medication Support Services** - Medication support services are those services that include prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. The services may include but are not limited to, evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of service and/or assessment of the client. **Services are provided by a staff within the scope of practice of his/her profession.**
11. **Intensive Care Coordination (ICC) -**
 Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to

ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management (TCM). ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

- a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT);
- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;
- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM);
- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: Contractor must provide ICC for all qualifying foster youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

12. Intensive Home Based Services (IHBS) -

Intensive Home Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop

skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

Activities coded as IHBS may include interventions such as:

- a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;
- b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;
- c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;
- d. Improvement of self-management of symptoms, including self-administration of medications as appropriate;
- e. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms;
- f. Support of the development, maintenance and use of social networks including the use of natural and community resources;
- g. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
- h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community;
- i. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.

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

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

13. Transportation -

Contractor will provide transportation of non-violent, medically stable persons who meet the W&I Code §5150 criteria to the closest 5150 psychiatric inpatient facility. The Contractor is encouraged to contact DBH's Community Crisis Response Teams (CCRT) as needed; however, will contact emergency services (e.g., 911) should the persons be violent or medically unstable.

B. Coordination of Care

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
 2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]
- C. **Peer & Family Advocate** - Mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. They perform the following tasks:
1. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities throughout the department and contract agencies and promote the Mental Health Service Plan.
 2. Access and distribute to the public various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance unstable.
- D. **Non-Mental Health Services** - Age appropriate trauma informed non-mental health activities which target the amelioration of difficulties, including impaired attachment with caregivers. Contractor is responsible for ensuring that funding for such services is available within the finalized schedules and DBH shall not reimburse for such services with EPSDT Medi-Cal funds. Services which may be provided include Public Health Nurse (PHN) activities, Pediatric Services, Occupational Therapy, and Speech and Language services. Additional non-mental health services may be provided with approval from the DBH Program Manager.

VI. HOURS OF PLANNED OPERATION

- A. The Contractor facility will be open Monday through Friday. The main clinic office shall be open 40 hours per week, and offer clinical services to clients during some evening and/or weekend hours.
- B. Contractor staff will be available 24 hours per day to address the regular and emergency needs of the program's clients. Outpatient services will be available seven days a week and evening hours as determined by the appropriate DBH Program Manager or designee.
- C. Contractor must have emergency on-call crisis services for all clients being served in the program, which includes emergency response availability, call back staff, assessment of suicide ideation and other crisis responses as needed. Contractor will have daily on-duty staff rotating on a weekly basis and will be available after normal working hours and on weekends (e.g., through an answering service).
- D. Changes to this plan shall be submitted to the appropriate DBH Program Manager in writing, signed and in hard copy, for approval thirty (30) days prior to implementation.

VII. BILLING UNIT

The billing unit for mental health services, rehabilitation, Medication support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than 60 units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by all involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service. The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

VIII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

Locations are subject to prior approval by DBH. Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
- B. The Contractor shall comply with all requirements of the State DMH to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.
- C. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
- D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- G. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

IX. STAFFING

- A. Staff Hours of Coverage and Documentation

1. Staff coverage should be appropriate to meet the children's and family's mental health needs. This will include, but not be limited to, having after-hours resources and being able to provide some services throughout the day as needed.
2. A staff roster must be kept current and must be provided to DBH Program Manager or designee (e.g., contract monitor).

B. General Staff Requirements

1. All staff shall be employed by the Contractor.
2. The staff described will work the designated number of hours per week in full time equivalents (FTE's) as noted in Schedules, perform the job functions specified, and shall meet the California Code of Regulations requirements.
3. All treatment staff providing services with DBH funding shall be licensed or waived by the State and reflect the ethnic population of the community served.
4. All copies of licenses and registration/waivers will be provided to the DBH contract monitor and the DBH Contracts Unit, including current status and future updates on an as needed basis.
5. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager, or designee, within 72 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
6. At DBH's request, Contractor will provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

C. Specific Description of Staff Qualifications and Job Functions

1. Program Manager: FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. Program Manager must include clinical background, but is not required to be actively licensed in their clinical profession. Program Manager will need to ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies (e.g., CFS, DBH, First 5, Preschool Services, etc.).
2. Clinic Supervisor: FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. Clinic Supervisor must be a licensed clinician with experience with the target population. Clinic Supervisor may be Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or licensed Clinical Psychologist (Ph.D. or Psy.D.).
3. Physicians / Clinicians / Occupational Therapists / Speech Therapist / Developmental Neuropsychologist / other Professional Staff: FTE for these positions will be allocated to program according to the Schedule A/B as accepted by DBH. Each staff must be appropriately trained and authorized to provide services within their scope of practice. Clinical Therapists may be licensed or pre-licensed with appropriate sanction from their respective board (e.g., ACSW registration).

In addition to providing therapeutic services Clinicians are expected to fulfill one or more of the following roles:

- a. ICC Coordinator - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC coordinator is

- responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change.
- b. **Child and Family Team Meeting Facilitator_**– The Facilitator will be the primary contact person for the family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a Master's Degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology).
 4. **Mental Health Rehabilitation Specialist:** FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. These staff work under a licensed professional and have the responsibility to plan and implement various non-therapy aspects of services.
 5. **Family or Parent Partner:** This position is defined as a parent who is hired as staff, has personal experience with a special needs youth, and can provide support. This staff member's role is to provide support and education to the client family. Parent Partners must have personal parenting experience with an emotionally/behaviorally-disturbed child.
 6. **Program Supervisor:** Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, or a Psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.
 7. **Psychiatrist:** This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only be provided by physicians who practice individually or as a member of a group psychiatric practice.
 8. **Volunteers:** This position is not required for the SART program; however, it may be included. Volunteers are unpaid, unlicensed staff which provide informal supports. Volunteers must still comply with the County's HIPAA training before rendering any service.
 9. **Additional Role Required of Staff:** Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, the local billing system. The expectation is that Contractor will have a sufficient number of staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as

needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement will be met and maintained for the duration of the contract

- a. Licensure/Certification Requirements Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.
- b. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations.
- c. In addition, the Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

D. Professional Development and Training Requirements

- 1. Treatment professionals should be primarily comprised of professionals trained in working with children ages 0-5
- 2. Contractor will provide education and training to staff and make staff available to attend required training related to DBH policies, procedures documentation.
- 3. Contractor will provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This will include, but not be limited to, the following topics:
 - a. Core Practice Model principles, philosophy and necessary skill-development.
 - b. Child and Family Team Meeting Facilitation
 - c. Risk assessment
 - d. Clinical Trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff and direct service staff will attend at least four (4) hours of this type of training each year. Administrative staff will attend at least two (2) hours of this type of training each year.
 - e. Trauma informed care
 - f. Child and Adolescent Needs and Strengths (CANS)
 - g. Clinical appropriate interventions for specific sub-populations

E. Number of Staff Fluent in Other Languages

There must be direct services staff with bilingual (Spanish) ability available. This can include the Spanish-speaking Coaches if community and/or client/family population needs warrant. Contractor should also obtain other linguistic/translation capacity if warranted, including collaboration with the DBH Program Manager on resource identification.

X. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. Contractor must start providing assessment and treatment services as soon as possible, but no later than ninety (90) days from the contract start date.
- B. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- C. The main clinic office shall be open 40 hours per week, and offer clinical services to clients during some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment.
- D. Contractor is required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers

services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.

- E. Contractor must obtain and maintain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. Contractor must submit Medi-Cal certification paperwork to assigned DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within ninety (90) days from the contract start date may result in contract termination.
- F. Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.
- G. The Contractor will provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.
- H. All field staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) of CPR/First Aid-trained staff shall be on duty in the office during ALL hours of operation/shifts.
- I. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- J. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking Within 20 feet of the Building – Assembly Bill 846, Chapter 342".
- K. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients in excess of what UMDAP allows.
- L. The Contractor shall maintain client records in compliance with all regulations set forth by the State DMH and provide access to clinical records by DBH staff. Contractor will satisfy and provide for meeting State DMH Outcome study requirements.
- M. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DMH. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.
- N. The Contractor shall maintain high standards of quality of care for the units of service, which it has committed to provide.
 - 1. The Contractor will make every effort to recruit bilingual staff in order to meet community needs.
 - 2. The Contractor will provide on-going training for staff on cultural issues (minimum of 1 training per year).
 - 3. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 4. Summary copies of internal peer review conducted must be forwarded to the DBH.
- O. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

- P. The Contractor shall allow visits by the Contract Monitor at any time for review of records, contract requirements, or for audit purposes.
- Q. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- R. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.
- S. The Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication, which may include electronic mail, with the Program Manager regarding those policies and procedures.
- T. **Provider Adequacy**
Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:
 - 1. At the time it enters into this Contract with the County;
 - 2. On an annual basis; and
 - 3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.
- U. The program shall submit additional reports as required by the DBH.
- V. The Contractor's Director, or designee, must attend regional meetings as scheduled.
- W. The Contractor shall make clients aware of their responsibility to pay for their medications not included on the Medi-Cal formulary. However, if there is a financial hardship, and the client cannot function normally without the prescribed medication, the Contractor shall cover the cost of those medications not listed on the current Medi-Cal Formulary. The Contractor physician shall submit a written request to the Contractor's Director for approval to waive clients' responsibility to pay for their own medications.
- X. It is understood by the Contractor that the State DHCS and the County of San Bernardino require compliance with all standards listed. Failure to comply with any of the above requirements or Section XIII SPECIAL PROVISIONS of Addendum I may result in reimbursement checks being withheld until the Contractor is in full compliance.

XI. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. The DBH shall provide technical assistance to the Contractor in regard to Short-Doyle/Medi-Cal requirements, as well as charting, Utilization Review requirements and Medi-Cal claims procedures
- B. The DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of the consumers/community.

- C. The DBH shall monitor the Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. The DBH shall provide linkages with the total Mental Health system to assist the Contractor in meeting the needs of its clients.

XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures
 - 1. Ninety percent (90%) of all San Bernardino Medi-Cal Beneficiaries will be offered a mental health assessment within 14 days of referral.
 - 2. Average number of days between the client's first assessment and first treatment service, excluding the upper 5%, will be less than 32 days.
 - 3. Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets Medi-Cal medical necessity will be more than 6 hours per month.
 - 4. Average number of days between EPSDT services, excluding the upper 5%, will be less than 7 days.
 - 5. At least 95% of all billable services provided during a specific month will be included in the monthly billing which is submitted by the seventh (7th) day of the following month,
 - 6. Information for at least 95% of all clients who are either "opened" or "closed" for mental health services will be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.
- B. Data Reporting Elements including when data is due, how it should be submitted and any other specifics:
 - 1. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 - 2. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 - 3. Data shall be entered directly into Objective Arts at least every two weeks.
 - 4. Contractor shall submit Monthly Program reports to DBH, in a format acceptable to DBH, containing at a minimum the following information:
 - a. Name, date of birth, and ethnicity of each child in the Contractor's program.
 - b. Medi-Cal eligibility status
 - c. Date of program enrollment of each child.
 - d. Name and position title of key staff assigned to each child and family.
 - e. Update on status of each family receiving services.
 - f. Any information obtained from client completion interview, and/or any follow-up contacts.
 - g. Date of program completion or discharge date of each child.
- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
 - 1. Within thirty (30) days of admission,
 - 2. Every three (3) months, and
 - 3. Within thirty (30) days of discharge

4. Clarifications:
 - a. A CANS-SB is not required at admission if the client does not meet the criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
 - b. In no case shall a period of more than three (3) months pass without completing a CANS-SB.
 - c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB was administered within the past thirty (30) days AND no significant change in the client's presentation has occurred.
- D. Outcome and Evaluation: Agree to collect, analyze, and share data consistent with the countywide outcomes evaluation framework. Contractor, in coordination with evaluators, will be responsible for tracking outcomes. Contractor shall participate in the following:
 1. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
 2. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
 3. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). Contractor will be required to enter the data directly into the appropriate computer system in a timely manner, but no more than 14 days after the completion of the instrument. This will minimally include the following measurements:
 - a. Ages and Stages Questionnaire (ASQ) & Ages and Stages Questionnaire – Social-Emotional (ASQ-SE) – Obtained for all Children
 - b. Adverse Childhood Experiences (ACE) – Obtained for all Children
 - c. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB).
 - d. Eyberg Child Behavior Inventory (ECBI) – To be completed for all children served after the ASQ & ASQ-SE, if appropriate
 - e. Parenting Stress Index: Short Form (PSI/SF) – To be completed for all children served after the ASQ & ASQ-SE
 - f. Pediatric Symptom Checklist – 35 – To be completed at intake and every three months.
 - g. Achenbach Child Behavior Check List (CBCL) – To be completed for all children served after the ASQ & ASQ-SE, if appropriate
- E. Program Goals:
 1. Provide services appropriate to needs based on functioning and cultural background.
 2. Provide effective services that are continually reviewed and revised as needed.
 3. Reduce prolonged suffering.
- F. Key Outcomes:
 1. Key Outcome related to service appropriateness:
 - a. Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
 - b. Improved functioning.
 - c. Reduction in symptom distress.

- d. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.
- e. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
- f. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

The DBH Research and Evaluation (R&E) will collect/import important outcome information from targeted consumer groups and Contractor throughout the term of any Contract awarded in response to this RFP. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- G. Provide DBH Research & Evaluation (R&E) with important outcome information throughout the term of the contract. R&E will notify contractor(s) when participation is required. The performance outcome measurement process will not be limited to survey instruments, but may also include client and staff interviews, chart reviews, and other methods of obtaining needed information.
- H. Complete and submit a monthly status report to DBH Program Manager or designee, containing all requested information.
- I. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.
- J. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
- K. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

XIII. SPECIAL PROVISIONS

- A. A review of productivity of the Contractor shall be conducted quarterly or as deemed necessary by DBH.
- B. The Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of the program.
- D. Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Disaster Response: As a county agency DBH provides disaster response to the public as needed. Contractor, as a DBH provider, is expected to participate in such efforts. In preparation for any disaster relief efforts, Contractor is required to:
 - 1. Maintain emergency supplies, equipment, food, and materials on all premises consistent with the American Red Cross guidelines.

2. Train clinical, medical, and support staff on the use of such supplies.
3. Conduct, minimally, one disaster drill per fiscal year. This will include a description of activity and roster of participants.
4. Conduct, minimally, one fire drill per quarter. This will include a description of activity and roster of participants.
5. Submit, one time per fiscal year, an updated disaster plan to the DBH Contract Monitor. This plan shall be written in a format consistent with the format provided by DBH.

XIV. ADDITIONAL AND PROGRAMMATIC REQUIREMENTS

- A. Subject to (30) thirty days advance notice, the County may, in its sole discretion, require changes in Contractor's staffing patterns in accordance with workload demands related to the number of clients to be served.
- B. Provide clear communication with contracting agency regarding any significant changes in operation. This would include, but not be limited to:
 1. Change in business name or address. **NOTE:** This will require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
 2. Change in staffing. Provide notices to agency within 72 hours of staffing change.
- C. Staff Requirements:
 1. Staff hours of coverage: All staff shall be employed by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All treatment staff providing services with DBH funding shall be licensed or waived by the State, according to DBH's policy, and reflect the ethnic population of the community served.
 2. Staff Counts / staff to client ratio: As may be appropriate to accomplish SART and EIIS services in conformity with Title 9 and 22, and any other applicable regulation.
 3. Staff schedules and other staff documentation shall be appropriate to accomplish SART and EIIS services in conformity with Titles 9 and 22, and any other applicable regulation.
 4. Licensure / Certification requirements:
 5. Professional Development and Training requirements:
 6. The Contractor staff members and volunteers shall adhere to the following requirements:
 - a. Tuberculosis (TB) testing (annually)
- D. Staff Cultural Competency Plan:
 1. Collaborate with DBH in the implementation of a Cultural Competency Plan for beneficiaries and adhere to cultural competency requirements. The State Department of Health Care Services mandates counties to develop and implement a Cultural Competency Plan for beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate.
 - a. DBH shall make available technical assistance regarding cultural competency requirements.
 - b. Contracting Agency(s) will make an effort to gather demographic information on its service area for service planning.
 - c. DBH shall make available cultural competency training for DBH and Agency(s) personnel. Agency(s) personnel will be required to attend one cultural

competency training per year at a minimum (four (4) hours for clinical staff, two (2) hours for staff who have no contact with consumers.

- d. DBH shall make available annual training for Agency(s) personnel used as interpreters in threshold languages.
- e. DBH shall make available technical assistance (i.e., reviewing and editing) for Agency(s) personnel of translated mental health information into the threshold language(s).
- f. The number of required staff fluent in other languages depends upon the community being serviced; however, must be sufficient to accomplish services in conformity with Title 9 and 22, and any other applicable regulation.

E. 0.26% Outcome Measurement Database Charge

The tracking and management of the variety of measures utilized in programs contained in this RFP require all participants to utilize a specific web-based database. The maximum cost of obtaining the contract for these services will be 0.26% of the total contract awarded. This cost is the responsibility of the Proposer; however, DBH contracts out for this service. A line item has been included within the sample schedules to ensure this cost is included in the proposal. This charge is payable to DBH by conclusion of the 5th month of each fiscal year during the awarded contract.

F. The Contractor will:

- 1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the Contract. DBH will work with the Contractor to assess readiness to provide services.
- 2. Develop, coordinate, and provide formal therapeutic treatment services based on assessments and treatment recommendations.
- 3. Obtain Medi-Cal certification in order to be able to bill EPSDT Medi-Cal for services to Medi-Cal eligible children.
- 4. Comply with all State Department of Health Care Services requirements to obtain and maintain Medi-Cal certification eligibility.
- 5. Agree to utilize a transdisciplinary approach to assessment and treatment of children and families.
- 6. Agree to provide pediatric medical evaluations and pediatric neuropsychological developmental assessments as necessary and reimbursable under a separate funding stream.
- 7. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
- 8. Provide services in the appropriate language and in a culturally sensitive manner.

G. Facility Requirements:

- 1. The Contractor shall comply with all requirements of the State DMH to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.
- 2. The Contractor will maintain facilities and equipment, and operate continuously with at least the number and classification of staff required for the provision of services.

ADDENDUM I

3. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
4. Contractor must have a location that is accessible by public transportation and approved by DBH.
5. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
6. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
7. The Contractor shall maintain a current fire clearance (i.e., every two years) and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
8. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
9. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.

**DESCRIPTION OF PROGRAM SERVICES
FOR
EARLY IDENTIFICATION AND INTERVENTION (EIIS) SERVICES**

**Desert/Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
(760) 955-3555**

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

- B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Joint Services Agreements to Common Population: Additionally, certain Departmental and Community-Based Agency agreements exist as between the Departments of Behavioral Health (DBH), Children Family Services (CFS), Public Health (DPH), First 5 San Bernardino, Children's Fund, Children's Network and Preschool Services Department (PSD) for the complete Screening, Assessment, Referral and Treatment of Children 0 through 5 exposed to the physical, emotional, psychological, familial and societal ravages of substance misuse/abuse, premature birth, poor maternal nutrition, family violence, or maternal depression. These service agreements may include reimbursable EPSDT Medi-Cal services and non-reimbursable services compensated under separate agreements or funding sources.

Accordingly, the Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH will not reimburse Contractor for services provided to Non-Medi-Cal beneficiaries with Medi-Cal funds, such services may be funded through the First 5 funds; however, it is the responsibility of the Contractor to monitor the availability of these additional funds.

Note: All of the requirements noted in **RFP DBH 17 – 52 Request for Proposals for Comprehensive Treatment Services: Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIS)** are incorporated into this Addendum by reference.

II. EIS MISSION AND GOALS:

A. Overview

The Early, Identification and Intervention Services program will provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal specialty mental health services and attachment enrichment services to children, from birth to their 9th birthdays, who reside in San Bernardino County and who are not better served through SART,. Children who are enrolled in the program can be eligible for EPSDT Medi-Cal services if they are experiencing significant difficulties in daily functioning as a result of mental health diagnosis (see the current Diagnostic and Statistical Manual) covered by Medi-Cal and meet EPSDT Medi-Cal Medical Necessity Criteria. Children assessed as not meeting Medi-Cal Medical Necessity Criteria for EPSDT Medi-Cal services, but perceived as needing help in developing beneficial attachment with primary and/or secondary caregivers, will be provided similar services generically referred to as "attachment enrichment" activities. Services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children.

Throughout this contract the target population refers to "children up through 5 years of age". For EIS, the target population is children up through 9 years of age who may, or may not, have experienced abuse or trauma, but are perceived as being at risk for manifesting emotional and behavioral disorders and significant developmental delays without the provision of attachment enrichment activities and do not require services from the more intensive 0-5 program [i.e.,

Screening, Assessment, Referral, and Treatment (SART)]. It is expected that the client population be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

EIIS providers will adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. At least half (50%) of the children served should be responsive to treatment efforts within twelve (12) months while other children may be served for longer than twelve (12) months. The focus will be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus will be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

B. Program Objectives:

Early Identification and Intervention Services (EIIS) are directed towards children, ages 0 through 9 years of age throughout San Bernardino County who do not require services through SART.

1. To assist and support the development of young children who have experienced abuse and/or trauma, which is impacting their ability to function in an age appropriate manner.
2. To provide outpatient mental health and non-mental health services within the context of the child's placement, family, culture, language, community and according to developmental age-appropriate needs.
3. To provide such services in the placement, clinic, home, school and community, as appropriate to the treatment needs and service goals of the child and family, as outlined in the Individualized Service Plan (ISP).
4. To promote coordination and collaboration in care planning efforts with other program team members and with other child-serving agencies and institutions involved in delivering services to children and their families and to insure comprehensive and consistent care.
5. To direct service objectives towards achieving the individual, family and system desired results as identified in the Mental Health Service Plan and the program care plan.

C. Values, Principles, Basic Tenets, and Philosophies of the Core Practice Model:

The Core Practice Model (CPM) is a comprehensive model for serving children and youth in need. The Core Practice Model Guide publication is available through the Department of Health Care Services (DHCS) which defines the Core Practice Model (CPM) as "a set of practices and principles for children/youth served by both the child welfare and the mental health systems that promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children/youth and families involved in the child welfare system. The CPM requires collaboration between child welfare and mental health staff, service providers, and community/tribal partners working with the children, youth, and families."

Contractor is expected to incorporate, demonstrate, and support the basic tenets, philosophies, values, and principles of the CPM as follows:

1. Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.

3. Services are individualized and tailored to the strengths and needs of each child and family.
4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
5. Parent/Family voice, choice, and preference are assured throughout the process.
6. Services incorporate a blend of formal and informal resources designed to assist families with successful transition that ensure long-term success.
7. Services are culturally competent and respectful of the culture of children and their families.
8. Services and supports are provided in the child and family's community.
9. Children have permanency and stability in their living situation.

III. PERSONS TO BE SERVED (TARGET POPULATION)

- A. For the EIIS program, the target population are children up through 8 years of age who may have experienced physical, sexual or emotional abuse and who struggle with social-emotional disturbances or display developmental concerns that require non-intensive, short-term interventions. Services will target children identified as unserved, underserved, or who have been referred from the universal screening process. It is expected that the EIIS program be aware of the target population for the other 0-5 program, Screening, Referral, Assessment, and Treatment (SART), since referrals between these programs are common. Children qualifying for ongoing services through Inland Regional Center (IRC) are specifically disqualified from services through EIIS, unless (1) the apparent impairment to be addressed is not identified by IRC as a qualifying element, and (2) professional opinion is that difficulties will be ameliorated by services provided in EIIS.

It is expected that the client population be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

For both programs (SART and EIIS) the target population will exist of three distinct groups, as follows:

1. Children who have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. – Priority population for SART, but not prohibited from EIIS.
2. Children who are displaying significantly impaired functioning due a mental health condition, but who may not have experienced the severe traumas listed above and do not require ongoing transdisciplinary services. These children will meet EPSDT Medi-Cal Medical Necessity Criteria. – Priority population for EIIS, but not prohibited from SART.
3. Children who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria, but could benefit from services to facilitate improved functioning. To be served primarily by EIIS, but a small number may be seen in SART depending on child's need. This last group will represent a small percentage of all children served.

B. Target Population

1. Children up through 8 years of age who have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence,

maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs.– Priority population for SART, but not prohibited from EIS.

2. Children up through 8 years of age who are displaying significantly impaired functioning due to a mental health condition, but who may not have experienced the traumas listed above and do not require ongoing transdisciplinary services. These children will meet EPSDT Medi-Cal Medical Necessity Criteria. – Priority population for EIS, but not prohibited from SART.
3. Children up through 8 years of age who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria, but could benefit from services to facilitate improved functioning. To be served by both SART and EIS, depending on child's need.

Accordingly, the Contractor shall develop admission policies and procedures regarding those children and youth in need of assessment, referral and treatment who are EPSDT Medi-Cal eligible and non-EPSDT eligible. **These procedures must include identification of the child as a foster child, as foster children will be prioritized for screenings and will be served from a Core Practice Model as appropriate.**

Children not eligible for Medi-Cal, but in need of assessment, referral and treatment should be screened and provided or referred for appropriate services. Services will be identical to those provided to Medi-Cal beneficiaries under EPSDT Medi-Cal funding and will be reimbursed by DBH; however they will be funded through the DBH - First 5 contract and not EPSDT Medi-Cal or Realignment funding. It is expected that the contractor will work collaboratively with all 0-5 programs to ensure access to services.

DBH can only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the SB785 process and if the SB785 procedures are followed by the contractor. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

4. EIS services shall be furnished to children, ages birth through their 8th birthday, who reside in San Bernardino County and/or beneficiaries who reside in the local surrounding counties and are able to come to the clinic for services.

EPSDT is a federally mandated Medicaid option requiring the provision of screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of 21. EPSDT Medi-Cal services are defined per State Department of Mental Health (DMH) Information Notice 98-03, dated March 6, 1998. The intent of the program is to expand mental health services for children and youth with Medi-Cal coverage to “ascertain physical and mental defects” and “to provide treatment to correct or ameliorate defects and chronic conditions found.”

EIS services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages birth through 8 years old (i.e., through the child's eighth year). Accordingly, the target population will be children up through 8 years of age who (1) have experienced physical, sexual and emotional abuse as a result of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs, or (2) are displaying impairments such that appropriate development is not likely without intervention. This population is at risk of manifesting emotional and behavioral disorders and significant developmental delays.

5. Additionally, specific efforts should be made to reach foster youth who have been identified by either CFS or DBH as meeting the following criteria:

- a. Currently in or being considered for therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or,
- b. Currently in or being considered for a psychiatric hospital or 24-hour mental health treatment facility (e.g., community residential treatment facility); or,
- c. Has experienced three or more placements within past 24 months due to behavioral health needs.

IV. PROGRAM DESCRIPTION

A. Referrals:

Early Identification and Intervention Services (EIS) are directed towards children, ages 0 through 8 years of age throughout San Bernardino County who do not require services through SART. The target population is children who struggle with social-emotional disturbances or display developmental concerns that require non-intensive, short-term interventions. Services will target children identified as unserved, underserved, or who have been referred from the universal screening process. Children qualifying for ongoing services through Inland Regional Center (IRC) are specifically disqualified from services through EIS, unless (1) the apparent impairment to be addressed is not identified by IRC as a qualifying element, and (2) professional opinion is that difficulties will be ameliorated by services provided in EIS.

B. Core Practice Model Components:

EIS providers will adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. The focus will be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus will be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

C. Specific Program Task Requirements:

Services to be provided include, but are not limited to, the following:

1. **Early Identification & Assessment:** The majority of these services will qualify as EPSDT Medi-Cal services. EIS must always include the following elements:
 - a. The Provider in conjunction with the Referral Coordinator will identify and assess individuals for appropriateness of Early Identification and Intervention Services. Admission protocol will specify the utilization of EPSDT Medi-Cal Specialty Mental Health Services within the assessment process as appropriate. This assessment will include, but not be limited to, the following:
 - 1) ASQ, ASQ-SE, & ACE; however, qualification will not be based solely on these scores and children not indicating difficulties on these measures may still qualify.
 - 2) Interview & Observation: Assess the child's social-emotional disturbances or other developmental concerns through direct observation, interaction, and/or consultation with significant others. This service may qualify as Assessment under EPSDT Medi-Cal.
 - 3) CANS-SB: Completion of the CANS-SB will be done only for youth admitted for services and will be completed within 30 days.

- 4) PSC-35: Obtainment of the PSC – 35 will done at intake.
 - b. If the Provider determines that the child’s difficulties are too severe and the child does not meet criteria for the Early Identification and Intervention Services program, the Provider shall make an appropriate referral for the child and family (SART, IRC, etc.).
 - c. If the Provider determines that there are insufficient difficulties to warrant any intervention services, the Provider shall provide child and family with supportive information and any appropriate referrals.
2. Intervention and Services
- a. Children identified as potentially benefiting from ongoing interventions shall have an appropriate service plan developed through collaboration with parents/guardians. If providing EPSDT Medi-Cal services then the Service Plan will meet all documentation requirements. All Service Plans, regardless of funding, shall include:
 - 1) Clear identification of difficulties to be addressed
 - 2) Observable and Measurable goals developed in collaboration with parent/guardian
 - 3) Specified services to be provided, with an indication of:
 - i. Type of Service (e.g., MHS: Individual or small group play)
 - ii. Focus of Service (e.g., improve social skills or develop age appropriate emotional responses)
 - iii. Frequency of Service (e.g., 1x/month or 1x/week)
 - iv. Length of each Service (e.g., 40 minutes or 70 minutes)
 - 4) Clear indication that plan was developed in collaboration with care provider through:
 - i. Identification and signature of service provider
 - ii. Identification and signature, or mark, by client
 - iii. Identification and signature of care provider
 - b. Services shall be provided as described in the service plan. Regarding services to be provided, please incorporate the following:
 - 1) EPSDT Medi-Cal Specialty Mental Health Services will be incorporated within the service plan, if appropriate.
 - 2) If the child does not qualify for such services, similar services may be provided without billing Medi-Cal.
 - 3) In addition to mental health services, the Contractor shall provide additional non-mental health activities which address salient issues. Such issues shall not require more than 20% of the funding of the proposed program.
 - c. Parent Supports: Parental support efforts shall be incorporated through provision of EISS. Parental Supports shall focus on, but not be limited to, the following:
 - 1) Understanding the child’s unique needs;
 - 2) Becoming informed advocates for their children;
 - 3) Negotiating formal systems such as schools and other agencies;

4) Strengthening parenting skills and appropriate parent support systems.

D. Discharge:

The plan to transition out of EIS will be incorporated into the service plan as soon as is feasible, but no later than 3 months into services. This plan will focus on aiding the family in developing additional resources to meet the child's needs and will be reviewed with the family at least 1 month prior to exiting EIS. Children shall be exited from services under the following circumstances:

1. Upon mutual Agreement of the family and Contractor that the goals of treatment have been met;
2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the EIS Plan;
3. Upon parent or guardian's unilateral decision to terminate treatment;
4. Upon a good faith determination by Contractor that the individual/family cannot be effectively served by the program (appropriate referrals are required);
5. Upon a determination that the individual is a danger to other children, staff or self;
6. Upon transfer out of the County or to another region.

E. Additional Program Responsibilities:

The costs of items listed below will be recouped through the provision and billing of services (i.e., either EPSDT Medi-Cal or First 5 funded services).

1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the EIS Contract. DBH will work with the Contractor to assess readiness to provide EPSDT services and facilitate Medi-Cal certification process if Contractor is not currently Medi-Cal certified.
2. Develop, coordinate, and provide formal therapeutic treatment services based on the assessments and treatment recommendations. Treatment professionals should be primarily comprised of professionals trained in working with children ages 0-5.
3. Provide a mental health case management component to children and families through the provision of EPSDT Medi-Cal qualifying targeted case management.
4. Employ and train an adequate number of staff to achieve the scope of objectives. This includes ongoing staff training to develop the overall "provider capacity".
5. Obtain and maintain Medi-Cal certification in order to be able to bill EPSDT Medi-Cal for eligible services.
6. Comply with all Department of Health Care Services (DHCS) requirements to obtain and maintain Medi-Cal certification eligibility.
7. Utilize, to the extent possible within EIS, a transdisciplinary approach to assessment and treatment of children and families/guardians.
8. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
9. Provide services in the appropriate language and in a culturally sensitive manner.
10. Ensure that staff complete at least one training in cultural competency per year. All staff with contact with the public are minimally required to complete a four (4) hour training. All staff without contact with the public are minimally required to complete a two (2) hour training.

11. Provide clear communication with contracting agency regarding any significant changes in operation. This would include, but not be limited to:
 - a. Change in business name or address. **NOTE:** This will require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
 - b. Change in staffing. Provide notices to agency within 72 hours of staffing change.

V. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones. The "Identification" and "Intervention" portions of EIS may include the provision of the following services.

A. **Mental Health Services Activities:**

The specific services to be provided under this Contract/Agreement and their authorized amounts are listed in the attached Schedules A & B, and may reference various modes of service and/or funding sources. Not all of the activities need to be provided for a service to be billable. Similarly, all services claimed to Medi-Cal must meet Medical Necessity Criteria (See Title 9, Section 1830.205 and 1830.210).

1. **Assessment** – is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. **Collateral** – is defined as a service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the child's/*youth's* client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child's/*youth's* serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the child's/*youth's* client plan. The child/*youth* may or may not be present for this service activity.
3. **Crisis Intervention** – is defined as a quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
4. **Intensive Care Coordination (ICC)** - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for

working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management (TCM). ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

- a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT);
- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;
- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM);
- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: Contractor must provide ICC for all qualifying foster youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

5. Intensive Home Based Services (IHBS) -

Intensive Home Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop

skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

Activities coded as IHBS may include interventions such as:

- a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;
- b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;
- c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;
- d. Improvement of self-management of symptoms, including self-administration of medications as appropriate;
- e. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms;
- f. Support of the development, maintenance and use of social networks including the use of natural and community resources;
- g. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
- h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community;
- i. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.

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

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

6. **Medication Support Services** – is defined as services that includes staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
 - a. Evaluation of the need for medication.
 - b. Evaluation of clinical effectiveness and side effects of medication.
 - c. Obtaining informed consent.

- d. Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).
 - e. Plan development related to the delivery of this service.
7. **Plan Development** – is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress.
 8. **Rehabilitation** – is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - a. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - d. Medication education for family, support systems and involved others.
 9. **Targeted Case Management (TCM)** – is defined as services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
 10. **Therapy** – is defined as a service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.

B. **Coordination of Care**

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

- C. **Peer & Family Advocate:** Mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. They perform the following tasks:
1. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities throughout the department and contract agencies and promote the Mental Health Service Plan.
 2. Access and distribute to the public various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance.
- D. **Non-Mental Health Services:** Age appropriate non-mental health activities which target the facilitation of obtaining developmental milestones, including a strong and adaptive attachment with caregivers, may be provided as approved by the DBH Program Manager. Contractor is responsible for ensuring that funding for such services is available within the finalized schedules and DBH shall not reimburse for such services with EPSDT Medi-Cal funds.

VI. HOURS OF PLANNED OPERATION

- A. The Contractor facility will be open Monday through Friday. The main clinic office shall be open 40 hours per week, and offer clinical services to clients during some evening and/or weekend hours.
- B. Contractor staff will be available 24 hours per day to address the regular and emergency needs of the program's clients. Outpatient services will be available seven days a week and evening hours as determined by the appropriate DBH Program Manager or designee.
- C. Contractor must have emergency on-call crisis services for all clients being served in the program, which includes emergency response availability, call back staff, assessment of suicide ideation and other crisis responses as needed. Contractor will have daily on-duty staff rotating on a weekly basis and will be available after normal working hours and on weekends (e.g., through an answering service).
- D. Changes to this plan shall be submitted to the appropriate DBH Program Manager in writing, signed and in hard copy, for approval thirty (30) days prior to implementation.

VII. BILLING UNIT

The billing unit for mental health services, rehabilitation, Medication support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than 60 units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by all involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service. The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

VIII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

Locations are subject to prior approval by DBH. Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
- B. The Contractor shall comply with all requirements of the State DMH to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.
- C. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
- D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- G. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

IX. STAFFING

- A. Staff Hours of Coverage and Documentation
 1. Staff coverage should be appropriate to meet the children's and family's mental health needs. This will include, but not be limited to, having after-hours resources and being able to provide some services throughout the day as needed.
 2. A staff roster must be kept current and must be provided to DBH Program Manager or designee (e.g., contract monitor).
- B. General Staff Requirements
 1. All staff shall be employed by the Contractor.
 2. The staff described will work the designated number of hours per week in full time equivalents (FTE's) as noted in Schedules, perform the job functions specified, and shall meet the California Code of Regulations requirements.
 3. All treatment staff providing services with DBH funding shall be licensed or waived by the State and reflect the ethnic population of the community served.
 4. All copies of licenses and registration/waivers will be provided to the DBH contract monitor and the DBH Contracts Unit, including current status and future updates on an as needed basis.

5. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager, or designee, within 72 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
6. At DBH's request, Contractor will provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

C. Specific Description of Staff Qualifications and Job Functions

1. Program Manager: FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. Program Manager must include clinical background, but is not required to be actively licensed in their clinical profession. Program Manager will need to ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies (e.g., CFS, DBH, First 5, Preschool Services, etc.).
2. Clinic Supervisor: FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. Clinic Supervisor must be a licensed clinician with experience with the target population. Clinic Supervisor may be Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or licensed Clinical Psychologist (Ph.D. or Psy.D.).
3. Physicians / Clinicians / Occupational Therapists / Speech Therapist / Developmental Neuropsychologist / other Professional Staff: FTE for these positions will be allocated to program according to the Schedule A/B as accepted by DBH. Each staff must be appropriately trained and authorized to provide services within their scope of practice. Clinical Therapists may be licensed or pre-licensed with appropriate sanction from their respective board (e.g., ACSW registration).

In addition to providing therapeutic services Clinicians are expected to fulfill one or more of the following roles:

- a. ICC Coordinator - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change.
- b. Child and Family Team Meeting Facilitator_– The Facilitator will be the primary contact person for the family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a Master's Degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology).
4. Mental Health Rehabilitation Specialist: FTE for this position will be allocated to program according to the Schedule A/B as accepted by DBH. These staff work under a licensed professional and have the responsibility to plan and implement various non-therapy aspects of services.
5. Family or Parent Partner: This position is defined as a parent who is hired as staff, has

personal experience with a special needs youth, and can provide support. This staff member's role is to provide support and education to the client family. Parent Partners must have personal parenting experience with an emotionally/behaviorally-disturbed child.

6. **Program Supervisor:** Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, or a Psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.
7. **Psychiatrist:** This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only be provided by physicians who practice individually or as a member of a group psychiatric practice.
8. **Volunteers:** This position is not required for the SART program; however, it may be included. Volunteers are unpaid, unlicensed staff which provide informal supports. Volunteers must still comply with the County's HIPAA training before rendering any service.
9. **Additional Role Required of Staff:** Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, the local billing system. The expectation is that Contractor will have a sufficient number of staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement will be met and maintained for the duration of the contract
 - a. Licensure/Certification Requirements
 - b. Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.
 - c. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

D. Professional Development and Training Requirements

1. Treatment professionals should be primarily comprised of professionals trained in working with children ages 0-5
2. Contractor will provide education and training to staff and make staff available to attend required training related to DBH policies, procedures documentation.
3. Contractor will provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This will include, but not be limited to, the following topics:

- a. Core Practice Model principles, philosophy and necessary skill-development.
 - b. Child and Family Team Meeting Facilitation
 - c. Risk assessment
 - d. Clinical Trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff and direct service staff will attend at least four (4) hours of this type of training each year. Administrative staff will attend at least two (2) hours of this type of training each year.
 - e. Trauma informed care
 - f. Child and Adolescent Needs and Strengths (CANS)
 - g. Clinical appropriate interventions for specific sub-populations
- E. Number of Staff Fluent in Other Languages
- There must be direct services staff with bilingual (Spanish) ability available. This can include the Spanish-speaking Coaches if community and/or client/family population needs warrant. Contractor should also obtain other linguistic/translation capacity if warranted, including collaboration with the DBH Program Manager on resource identification.

X. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. Contractor must start providing assessment and treatment services as soon as possible, but no later than ninety (90) days from the contract start date.
- B. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- C. The main clinic office shall be open 40 hours per week, and offer clinical services to clients during some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment.
- D. Contractor is required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.
- E. Contractor must obtain and maintain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. Contractor must submit Medi-Cal certification paperwork to assigned DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within ninety (90) days from the contract start date may result in contract termination.
- F. Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.
- G. The Contractor will provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.
- H. All field staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) of CPR/First Aid-trained staff shall be on duty in the office during ALL hours of operation/shifts.
- I. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

- J. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking Within 20 feet of the Building – Assembly Bill 846, Chapter 342".
- K. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients in excess of what UMDAP allows.
- L. The Contractor shall maintain client records in compliance with all regulations set forth by the State DMH and provide access to clinical records by DBH staff. Contractor will satisfy and provide for meeting State DMH Outcome study requirements.
- M. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DMH. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.
- N. The Contractor shall maintain high standards of quality of care for the units of service, which it has committed to provide.
 - 1. The Contractor will make every effort to recruit bilingual staff in order to meet community needs.
 - 2. The Contractor will provide on-going training for staff on cultural issues (minimum of 1 training per year).
 - 3. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 4. Summary copies of internal peer review conducted must be forwarded to the DBH.
- O. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- P. The Contractor shall allow visits by the Contract Monitor at any time for review of records, contract requirements, or for audit purposes.
- Q. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- R. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.
- S. The Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication, which may include electronic mail, with the Program Manager regarding those policies and procedures.
- T. **Provider Adequacy**

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

 - 1. At the time it enters into this Contract with the County;
 - 2. On an annual basis; and
 - 3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;

- b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.
- U. The program shall submit additional reports as required by the DBH.
 - V. The Contractor's Director, or designee, must attend regional meetings as scheduled.
 - W. The Contractor shall make clients aware of their responsibility to pay for their medications not included on the Medi-Cal formulary. However, if there is a financial hardship, and the client cannot function normally without the prescribed medication, the Contractor shall cover the cost of those medications not listed on the current Medi-Cal Formulary. The Contractor physician shall submit a written request to the Contractor's Director for approval to waive clients' responsibility to pay for their own medications.
 - X. It is understood by the Contractor that the State DMH and the County of San Bernardino require compliance with all standards listed. Failure to comply with any of the above requirements or Section XIII SPECIAL PROVISIONS of Addendum I may result in reimbursement checks being withheld until the Contractor is in full compliance.

XI. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. The DBH shall provide technical assistance to the Contractor in regard to Short-Doyle/Medi-Cal requirements, as well as charting, Utilization Review requirements and Medi-Cal claims procedures
- B. The DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of the consumers/community.
- C. The DBH shall monitor the Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. The DBH shall provide linkages with the total Mental Health system to assist the Contractor in meeting the needs of its clients.

XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures
 - 1. Ninety percent (90%) of all San Bernardino Medi-Cal Beneficiaries will be offered a mental health assessment within 14 days of referral.
 - 2. Average number of days between the client's first assessment and first treatment service, excluding the upper 5%, will be less than 24 days.
 - 3. Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets Medi-Cal medical necessity will be more than 4 hours per month.
 - 4. Average number of days between EPSDT services, excluding the upper 5%, will be less than 9 days.
 - 5. At least 95% of all billable services provided during a specific month will be included in the monthly billing which is submitted by the seventh (7th) day of the following month,
 - 6. Information for at least 95% of all clients who are either "opened" or "closed" for mental health services will be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.
- B. Data Reporting Elements including when data is due, how it should be submitted and any other specifics:

1. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 2. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 3. Data shall be entered directly into Objective Arts at least every two weeks.
 4. Contractor shall submit Monthly Program reports to DBH, in a format acceptable to DBH, containing at a minimum the following information:
 - a. Name, date of birth, and ethnicity of each child in the Contractor's program.
 - b. Medi-Cal eligibility status
 - c. Date of program enrollment of each child.
 - d. Name and position title of key staff assigned to each child and family.
 - e. Update on status of each family receiving services.
 - f. Any information obtained from client completion interview, and/or any follow-up contacts.
 - g. Date of program completion or discharge date of each child.
- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
1. Within thirty (30) days of admission,
 2. Every three (3) months, and
 3. Within thirty (30) days of discharge
 4. Clarifications:
 - a. A CANS-SB is not required at admission if the client does not meet the criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
 - b. In no case shall a period of more than three (3) months pass without completing a CANS-SB
 - c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB was administered within the past thirty (30) days AND no significant change in the client's presentation has occurred.
- D. Outcomes & Evaluations: Contractor shall collect, analyze, and share data consistent with the countywide outcomes evaluation framework. Contractor, in coordination with evaluators, will be responsible for tracking outcomes. Contractor needs to participate in the following:
1. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
 2. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
 3. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). Contractor will be required to enter the data directly into the appropriate computer system in a timely manner, but no more than 14 days after the completion of the instrument. This will minimally include the following measurements:

- a. Ages and Stages Questionnaire (ASQ) & Ages and Stages Questionnaire – Social-Emotional (ASQ-SE) – Obtained for all children for whom there is an age appropriate tool.
- b. Adverse Childhood Experiences (ACE) – Obtained for all children.
- c. Pediatric Symptom Checklist – 35 -PSC-35 will be obtained at intake and every three months.
- d. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB).

E. Program Goals:

- 1. Provide services appropriate to needs based on functioning and cultural background.
- 2. Provide effective services that are continually reviewed and revised as needed.
- 3. Reduce prolonged suffering.

F. Key Outcomes:

- 1. Key Outcome related to service appropriateness:
 - a. Services match the individual consumer’s needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
 - b. Improved functioning.
 - c. Reduction in symptom distress.
 - d. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.
 - e. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
 - f. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

The DBH Research and Evaluation (R&E) will collect/import important outcome information from targeted consumer groups and Contractor throughout the term of any Contract awarded in response to this RFP. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- G. Provide DBH Research & Evaluation (R&E) with important outcome information throughout the term of the contract. R&E will notify contractor(s) when participation is required. The performance outcome measurement process will not be limited to survey instruments, but may also include client and staff interviews, chart reviews, and other methods of obtaining needed information.
- H. Complete and submit a monthly status report to DBH Program Manager or designee, containing all requested information.
- I. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.
- J. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.

- K. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

XIII. SPECIAL PROVISIONS

- A. A review of productivity of the Contractor shall be conducted quarterly or as deemed necessary by DBH.
- B. The Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of the program.
- D. Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Disaster Response: As a county agency DBH provides disaster response to the public as needed. Contractor, as a DBH provider, is expected to participate in such efforts. In preparation for any disaster relief efforts, Contractor is required to:
 - 1. Maintain emergency supplies, equipment, food, and materials on all premises consistent with the American Red Cross guidelines.
 - 2. Train clinical, medical, and support staff on the use of such supplies.
 - 3. Conduct, minimally, one disaster drill per fiscal year. This will include a description of activity and roster of participants.
 - 4. Submit, one time per fiscal year, an updated disaster plan to the DBH Contract Monitor. This plan shall be written in a format consistent with the format provided by DBH.

XIV. ADDITIONAL AND PROGRAMMATIC REQUIREMENTS

- A. Subject to (30) thirty days advance notice, the County may, in its sole discretion, require changes in Contractor's staffing patterns in accordance with workload demands related to the number of clients to be served.
- B. Provide clear communication with contracting agency regarding any significant changes in operation. This would include, but not be limited to:
 - 1. Change in business name or address. **NOTE:** This will require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
 - 2. Change in staffing. Provide notices to agency within 72 hours of staffing change.
- C. Staff Requirements:
 - 1. Staff hours of coverage: All staff shall be employed by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All treatment staff providing services with DBH funding shall be licensed or waived by the State, according to DBH's policy, and reflect the ethnic population of the community served.
 - 2. Staff Counts / staff to client ratio: As may be appropriate to accomplish SART and EIS services in conformity with Title 9 and 22, and any other applicable regulation.
 - 3. Staff schedules and other staff documentation shall be appropriate to accomplish SART and EIS services in conformity with Titles 9 and 22, and any other applicable regulation.

4. Licensure / Certification requirements:
 5. Professional Development and Training requirements:
 6. The Contractor staff members and volunteers shall adhere to the following requirements:
 - a. Tuberculosis (TB) testing (annually)
- D. Staff Cultural Competency Plan:
1. Collaborate with DBH in the implementation of a Cultural Competency Plan for beneficiaries and adhere to cultural competency requirements. The State Department of Health Care Services mandates counties to develop and implement a Cultural Competency Plan for beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate.
 - a. DBH shall make available technical assistance regarding cultural competency requirements.
 - b. Contracting Agency(s) will make an effort to gather demographic information on its service area for service planning.
 - c. DBH shall make available cultural competency training for DBH and Agency(s) personnel. Agency(s) personnel will be required to attend one cultural competency training per year at a minimum (four (4) hours for clinical staff, two (2) hours for staff who have no contact with consumers.
 - d. DBH shall make available annual training for Agency(s) personnel used as interpreters in threshold languages.
 - e. DBH shall make available technical assistance (i.e., reviewing and editing) for Agency(s) personnel of translated mental health information into the threshold language(s).
 - f. The number of required staff fluent in other languages depends upon the community being serviced; however, must be sufficient to accomplish services in conformity with Title 9 and 22, and any other applicable regulation.
- E. 0.26% Outcome Measurement Database Charge
- The tracking and management of the variety of measures utilized in programs contained in this RFP require all participants to utilize a specific web-based database. The maximum cost of obtaining the contract for these services will be 0.26% of the total contract awarded. This cost is the responsibility of the Proposer; however, DBH contracts out for this service. A line item has been included within the sample schedules to ensure this cost is included in the proposal. This charge is payable to DBH by conclusion of the 5th month of each fiscal year during the awarded contract.
- F. The Contractor will:
1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the Contract. DBH will work with the Contractor to assess readiness to provide services.
 2. Develop, coordinate, and provide formal therapeutic treatment services based on assessments and treatment recommendations.
 3. Obtain Medi-Cal certification in order to be able to bill EPSDT Medi-Cal for services to Medi-Cal eligible children.
 4. Comply with all State Department of Health Care Services requirements to obtain and maintain Medi-Cal certification eligibility.

5. Agree to utilize a transdisciplinary approach to assessment and treatment of children and families.
 6. Agree to provide pediatric medical evaluations and pediatric neuropsychological developmental assessments as necessary and reimbursable under a separate funding stream.
 7. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
 8. Provide services in the appropriate language and in a culturally sensitive manner.
- G. Facility Requirements:
1. The Contractor shall comply with all requirements of the State DHCS to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.
 2. The Contractor will maintain facilities and equipment, and operate continuously with at least the number and classification of staff required for the provision of services.
 3. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
 4. Contractor must have a location that is accessible by public transportation and approved by DBH.
 5. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
 6. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
 7. The Contractor shall maintain a current fire clearance (i.e., every two years) and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
 8. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
 9. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor Desert/Mountain Children's Center shall:**

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

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

Jenae Holtz
 Printed name of authorized official

Jenae Holtz
 Signature of authorized official

6-1-18
 Date

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. **Background Check.** Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. **Workstation/Laptop Encryption.** All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.
2. **Server Security.** Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable Media Devices.** All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. **Antivirus Software.** All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
6. **Patch Management.** All workstations, laptops and other systems that process and/or store DBH PHI or PI must have critical security patches applied with system reboot if

ATTACHMENT II

- necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (punctuation symbols)
 8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
 9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
 11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
 12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
 13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
 14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

ATTACHMENT II

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.



Contract Number

SAP Number
4400008766

Department of Behavioral Health

Department Contract Representative	Johnnetta Gibson
Telephone Number	(909) 388-0861
Contractor	Desert/Mountain Children's Center
Contractor Representative	Jenae Holtz
Telephone Number	(760) 552-6700
Contract Term	July 1, 2018 through June 30, 2023
Original Contract Amount	\$68,209,730
Amendment Amount	
Total Contract Amount	\$68,209,730
Cost Center	SAP 9203242200; SATS 9207091000; CIS 9207071000

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Desert/Mountain Children's Center referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

WHEREAS, the County desires to purchase and Contractor desires to provide **Comprehensive Treatment Services: Student Assistance Program (SAP), School-Aged Treatment Services (SATS), and Children's Intensive Services (CIS)**, and,

WHEREAS, this Agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
- C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- D. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- E. The term "Director," unless otherwise stated, refers to the Director of DBH for the County of San Bernardino.
- F. The term "head of service" as defined in the California Code of Regulations, Title 9, Sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- G. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- H. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- I. The "County Contract Rate" (CCR) is the maximum allowable reimbursement rate established by DBH.
- J. The "provisional rates" are the interim rates established for billing and payment purposes and are subject to change upon request and approval by DBH Administrative Services - Fiscal Division.

II. Contract Supervision

- A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract.
- B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate

a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

- C. Contractor shall provide DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

III. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21 in accordance with applicable provisions of law and Addenda I, II and III.
- C. Limitations on Moral Grounds
 - 1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
 - 2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To DBH:
 - i. After executing this Contract;
 - ii. Whenever Contractor adopts the policy during the term of the Contract;
 - b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
 - i. To potential beneficiaries before and during enrollment; and
 - ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
- D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.
- E. Contractor agrees to submit reports as requested and required by the County and/or the Department of Health Care Services (DHCS).
- F. Data Collection and Performance Outcome Requirements

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

Contractor shall comply with all requests regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Contractor shall provide information by entering or uploading required data into:
 - a. County's billing and transactional database system.
 - b. DBH's client information system and, when available, its electronic health record system.
 - c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
 - d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
 - e. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
 - a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
 - b. Client preferred language survey (paper-based), if requested by DBH.
 - c. Intermittent services outcomes surveys.
 - d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
4. Data must be entered, submitted and/or updated in a timely manner for:
 - a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and

transactional database system.

- b. All service, program, and survey data will be provided in accordance with all DBH established timelines.
 - c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within 48 hours of the event or evaluation, whichever is sooner.
5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
 6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
 7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.
 8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

G. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services

(CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State, and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

Contractor shall submit audited financial reports on an annual basis to DBH. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event the Contract is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Contractor.

H. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to Contractor, if Contractor has been given at least thirty (30) days notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Agreement; Federal, State, and County audit exceptions resulting from noncompliance, violations of pertinent Federal and State laws and regulations, and significant performance problems as determined by the Director or designee from monitoring visits.

I. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the County or DHCS determines Contractor has not performed satisfactorily.

J. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for the County of San Bernardino and shall adhere to all cultural competency standards and requirements.

Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

1. Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

- a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.
- c. Upon request, Contractor shall provide DBH with cultural specific service options available to be provided by Contractor.
- d. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.
- e. To assist Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:
 - i. Technical assistance to Contractor regarding cultural competency implementation.
 - ii. Demographic information to Contractor on service area for service(s) planning.
 - iii. Cultural competency training for DBH and Contractor personnel.

NOTE: Contractor staff is required to attend cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

- iv. Interpreter training for DBH and Contractor personnel, when available.
- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.

K. Access by Public Transportation

Contractor shall ensure that services provided are accessible by public transportation (*if appropriate*).

L. Accessibility/Availability of Services

Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

M. Site Inspection

Contractor shall permit authorized County, State, and/or Federal Agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

N. Disaster Response

In the event that a local, State, or Federal emergency is proclaimed within San Bernardino County, Contractor shall cooperate with the County in the implementation of the DBH Disaster Response Plan. This may include deployment of Contractor staff to provide services in the community, in and around county areas under mutual aid contracts, in shelters and/or other designated areas.

Contractor shall provide the DBH Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be kept current by quarterly reports to the County by Contractor. The

County shall keep such information confidential and not release other than to authorized County personnel or as otherwise required by law.

Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.

The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.

O. Collections Costs

Should the Contractor owe monies to the County for reasons including, but not limited to, Quality Management review, cost-settlement, and/or fiscal audit, and the Contractor has failed to pay the balance in full or remit mutually agreed upon payment, the County may refer the debt for collection. Collection costs incurred by the County shall be recouped from the Contractor. Collection costs charged to the Contractor are not a reimbursable expenditure under the Contract.

P. 2-1-1 Registration

Contractor shall submit request to register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of the change. Services performed as a result of being included in the 2-1-1 database are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

Q. Damage to County Property, Facilities, Buildings, or Grounds (If Applicable)

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

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

R. Damage to County Issued/Loaned Equipment (If Applicable)

1. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
2. If the Contractor fails to make timely repairs, the County may make any

necessary repairs. The Contractor shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

3. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

IV. Funding and Budgetary Restrictions

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or go over 15% of a budgeted line item without the prior written approval of the Director or designee. Budget line items applicable to the 15% rule are: (1) Total Salaries & Benefits and (2) Individual Operating Expense items. The County has the sole discretion of transferring funds between funding sources or modes of services.
 1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.
- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.

- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than April 15 for the operative fiscal year. Requests must be addressed to the Deputy Director of Administrative Services, written on organizational letterhead, and include an explanation of the revisions being requested.
- F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.
- G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.
- H. Contractor Prohibited From Redirections of Contracted Funds:
 - 1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.
 - 2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.
 - 3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.
- I. Contractor must establish and maintain effective internal controls over all funding awarded to Contractor by County to provide reasonable assurance that Contractor complies with Federal, State, and County statutes, regulations, and terms and conditions of the Contract.
- J. The Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

V. Provisional Payment

- A. During the term of this Agreement, the County shall pay Contractor in arrears for eligible services provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.
- B. County's adjustments to provisional payments to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, annual cost report and audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. After fiscal review and approval of the billing or invoice, County shall provisionally pay

Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
 2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost, set forth in the applicable budgetary Schedules A and B.
 3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 € of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
 4. Reimbursement for mental health services claimed and billed through the DBH claims processing information system will utilize provisional rates based on a Cost Reimbursement methodology under this Agreement.
 5. County will send Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
 6. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment. DBH Fiscal recovers denied claim amounts on a quarterly basis.
 7. Quality Assurance Medi-Cal chart review disallowances will be recovered from Contractor's current invoice payment(s).
- D. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' general ledger with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.
1. For each fiscal year period (FYs 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23), no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs

expended by the Contractor subject to the limitations and conditions specified in this Agreement.

- E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be updated at least twice a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. Provisional payments for mental health services shall closely approximate final payments to ensure that neither County nor Contractor have large sums due or owed during the cost report settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report or County Contract Rate (CCR), whichever is lower, shall prevail.
 - 1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
- G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective prospectively from the time the approved provisional rates are entered into the rate table of the County's claiming system.
- H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.
- I. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.
- J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the expiration date of this Agreement as described in the Annual Cost Report Settlement Article.
- K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.
- L. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- M. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
- N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.
- O. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/oca> (U.S. Office of Personnel Management).
- P. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- Q. Contractor shall have a written policy and procedures which outline the allocation of the indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- R. Indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the Modified Total Direct Cost (MTDC) of the program unless Contractor can obtain a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies. All costs must be based on actual instead of estimated costs.
- S. Prohibited Payments
1. County shall make no payment to Contractor other than payment for services covered under this Contract.
 2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
 - d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

T. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

VI. Reimbursement to County of San Bernardino

A. The maximum amounts of reimbursement to County for the department's match for the EPSDT Medi-Cal under this Contract shall not exceed the amount listed in the table below and shall be subject to availability of funds to Contractor. The consideration to be paid to County, as provided herein, shall be in full payment of the Agency Match for all EPSDT Medi-Cal services.

<u>Fiscal Year</u>	<u>Agency Match</u>	<u>Total</u>
FY 2018-19	\$ 1,119,595	\$ 1,119,595
FY 2019-20	\$ 1,119,595	\$ 1,119,595
FY 2020-21	\$ 1,119,595	\$ 1,119,595
FY 2021-22	\$ 1,119,595	\$ 1,119,595
FY 2022-23	\$ 1,119,595	\$ 1,119,595
Total	\$ 5,597,975	\$ 5,597,975

B. As provided in Reimbursement to County of San Bernardino, paragraph A. herein, Contractor shall provide necessary local match for Medi-Cal EPSDT reimbursement for services provided to children and youth who are both Medi-Cal eligible and are students in the school district. The total Contract amount that Contractor will reimburse County shall not exceed the amounts listed in Reimbursement to County of San Bernardino, paragraph A., per fiscal year, for the term of this Contract.

- C. County will be reimbursed on a cost reimbursement basis based on actual services completed and billed.
- D. Reimbursement for services provided shall occur on a quarterly basis of approved expenses incurred and claimed by County. County shall monitor the use of the Agency Match funds and submit a quarterly report to Contractor shall include a breakdown for the months of service.

Monthly claims will be sent to:
Desert/Mountain Children's Center
Attention: Jenae Holtz
17800 Highway 18
Apple Valley, CA 92307

- E. Contractor will reconcile claim and will reimburse County via check no later than thirty (30) calendar days after receipt of a claim for reimbursement from County. Payments shall be sent to the following address:

Department of Behavioral Health
Attn: Fiscal Services
303 E. Vanderbilt Way
San Bernardino, CA 92415-0026

- F. Costs for services under the terms of this Contract will be incurred during the Contract period except as approved in writing by the Director of DBH. Contractor will not use current year funds to pay prior or future year obligations.
- G. Contractor certifies that it will not match Title XIX (Medi-Cal) with federal funds or funds originated as federal funds. Contractor certifies and assures that it has the state and/or local match funds available to draw down the federal share for the EPSDT services provided to children. Possible sources of qualifying matching funds are: contractor general funds, local revenue, local tax dollars, First Five California. If funding is a pass-through from a Foundation, contractor agrees to ensure foundation is not using any federal funds they have received.
- H. If payment is not received by DBH within thirty (30) days after invoicing, future payments to Contractor for EPSDT Medi-Cal services will be withheld.
- I. Contractor will provide DBH with a Letter of Certified Public Expenditure and will clearly identify the source of the funds used as match the Medi-Cal reimbursement. No federal will be used for this purpose.

VII. Electronic Signatures

The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If Contractor desires to use e-signatures in the performance of this Contract, Contractor shall:

- A. Submit the request in writing to DBH Office of Compliance at the following address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

or send via email to: Compliance_Questions@dbh.sbcounty.gov

1. Fulfill all requisite pre-conditions, including, but not limited to, having a policy regarding electronic signatures, providing related policies for DBH review and approval and completing a checklist of the requisites, and meet all the latest requirements of DBH and the applicable State agency(ies).
 2. Obtain written approval from the Director of DBH or designee prior to the use of electronic signatures.
- B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.
- C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VIII. Annual Cost Report Settlement

- A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than one hundred fifty (150) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.
1. Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.
- B. The cost report is a multiyear process consisting of a preliminary settlement, final settlement, and is subject to audit by DHCS pursuant to WIC 14170.
- C. These cost reports shall be the basis upon which both a preliminary and a final settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Duration and Termination Article, Paragraph C, the preliminary settlement will be based upon the most updated State Medi-Cal approvals and County claims information.
1. Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Cost Report Reconciliation and Settlement with Contractor.
 - a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.
 2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than one hundred fifty (150) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.
 3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months

after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the State DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.

4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the annual cost report is to be prepared.
 - a. Attendance by Contractor at the County's Cost Report Training is mandatory.
 - b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.
5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.
6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.
7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.
8. No claims for reimbursement will be accepted by the County after the cost report is submitted. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.
9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:
 - a. Available Match Funds
 - b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.

D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.

1. Upon issuance of the County's annual cost report settlement, Contractor may, within fifteen (15) calendar days, submit a written request to the County for review of the annual cost report settlement.
2. Upon receipt by the County of Contractor's written request, the County shall, within thirty (30) calendar days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
3. Within thirty (30) calendar days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.
4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.
5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).
6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.

E. Method of Payments for Amounts Due to the County

1. Within ten (10) business days after written notification by the County to Contractor of any amount due by Contractor, Contractor shall notify the County as to which of the following five payments options Contractor requests be used as the method by which such amount shall be recovered by the County. Any such amount shall be:
 - a. Paid in one cash payment by Contractor to the County;
 - b. Deducted from future claims over a period not to exceed three (3) months;
 - c. Deducted from any amounts due from the County to Contractor whether under this Agreement or otherwise;
 - d. Paid cash payment(s) by Contractor to the County over a period not to exceed three (3) months; or
 - e. A combination of any or all of the above.
2. If Contractor does not so notify the County within such ten (10) days, or if Contractor fails to make payment of any such amount to the County as required,

then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.

- F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:
1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted in the following manner for the following programs:
1. For the Student Assistance Program (SAP), the cost of services rendered shall be adjusted for the lowest of the following:
 - a. Actual net costs for direct prevention and/or treatment services.
 - b. Maximum Contract amount.
 2. For the School-Aged Treatment Services (SATS) and Children's Intensive Services (CIS) shall be adjusted for the lowest of the following:
 - a. Actual net cost;
 - b. Actual and approved Short-Doyle/Medi-Cal services;
 - c. Published charges;
 - d. Maximum cost based upon the CCR for minutes/hours/days of time provided for each service function; or,
 - e. Maximum Contract amount.

IX. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances

are paid by Contractor.

X. Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Medical Records/Protected Health Information Article.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.
- E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.
- F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the CCR, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.

- G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.
- H. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.
- I. If the Contractor has been approved by the County to submit Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of EPSDT Medi-Cal claims by mode of service for the fiscal year projected across all EPSDT Medi-Cal claims by mode of service.

XI. Single Audit Requirement

Pursuant to CFR, Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Contractors expending the threshold amount or more in Federal funds within the Contractor's fiscal year must have a single or program-specific audit performed in accordance with Subpart F, Audit Requirements. The audit shall comply with the following requirements:

- A. The audit shall be performed by a licensed Certified Public Accountant (CPA).
- B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.
- E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

1. Financial statements and schedule of expenditures of Federal awards
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan

Contractor must keep one copy of the data collection form and one copy of the reporting package described above on file for ten (10) years from the date of submission to the FAC or from the date of completion of any audit, whichever is later.

F. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.
2. Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

The costs of a financial statement audit of Contractor's that do not have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

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

H. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

XII. Contract Performance Notification

A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.

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

XIII. Probationary Status

A. In accordance with the Performance Article of this Agreement, the County may place

Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.

- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.
- C. The duration of probationary status is determined by the Director or designee(s).
- D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.
- E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.
- F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

XIV. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2018 through June 30, 2023 inclusive.
- B. This Agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. There is evidence of fraud or misuse of funds by Contractor; or
 - 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
 - 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
 - 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the

option to terminate this Agreement immediately.

XV. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

XVI. Patient/Client Billing

- A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
 - 3. Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
 - 4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:
 - a. Contractor's submission of revised claim statement showing all such non-reported revenue.
 - b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on

behalf of Medi-Cal beneficiaries.

- c. Any appropriate financial adjustment to Contractor's reimbursement.
- B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].

C. Consumer/Client Liability for Payment

Pursuant to California Code of Regulations, Title 9, Section 1810.365, Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from the consumer/client or persons acting on behalf of the consumer/client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Consistent with 42 C.F.R., Section 438.106, Contractor or subcontractor of Contractor shall not hold the consumer/client liable for debts in the event that Contractor becomes insolvent for costs of covered services for which DBH does not pay Contractor; for costs of covered services for which DBH or Contractor does not pay Contractor's subcontractors; for costs of covered services provided under a contract, referral or other arrangement rather than from DBH; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a consumer/client with an emergency psychiatric condition.

XVII. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).
- D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.
- E. Contractor agrees to provide or has already provided information on former County of

San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. Statements of Disclosure

1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:
 - a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;
 - b. Date of birth and Social Security Number (if an individual);
 - c. Other tax identification number (if a corporation or other entity);
 - d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;
 - e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
 - f. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.
2. Contractor shall also submit disclosures related to business transactions as follows:
 - a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor,

during the five (5) year period ending on the date of a request by County.

3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:
 - a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs;
 - 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. Agent is described in 42 C.F.R. §455.101; and
 - c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.

- G. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:
 1. Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
 2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
 3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

- H. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.

- I. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in

the Administrative Procedures Article.

J. Iran Contracting Act of 2010

In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

K. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

1. Engaging in severe forms of trafficking in persons during the duration of the Contract;
2. Procuring a commercial sex act during the duration of the Contract; and
3. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

XVIII. Prohibited Affiliations

A. Contractor shall not knowingly have any prohibited type of relationship with the following:

1. 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 non-procurement 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)].
2. 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)].

B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under

either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

1. 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)].
2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].
4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
5. 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)].
6. 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)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].
 - a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XIX. Licensing, Certification and Accreditation

- A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.
- B. Contractor shall maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.
- C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a

private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:

1. Its accreditation status, survey type, and level (as applicable); and
 2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].
- D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.
- E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.
- F. Contractor shall comply with applicable provisions of the:
1. California Code of Regulations, Title 9;
 2. California Business and Professions Code, Division 2; and
 3. California Code of Regulations, Title 16.
- G. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.
1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.
 - a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.

- b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
 - a. S&I List can be accessed at: <http://medi-cal.ca.gov/default.asp>.
4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment I**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov
5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of Inspector General (OIG), General Services Administration (GSA), and/or Department of Health Care Services (DHCS).
7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.
8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of Inspector General (OIG), General Services Administration (GSA), and/or Department of Health Care Services (DHCS).

XX. Health Information System

- A. Should Contractor have a health information system, it shall maintain a system that collects, analyzes, integrates, and reports data (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals [42 C.F.R. § 438.242(a)]. Contractor shall comply with Section 6504(a) of the Affordable Care Act [42 C.F.R. §

438.242(b)(1)].

- B. Contractor's health information system shall, at a minimum:
1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)].
 2. Ensure that data received is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data.
 - b. Screening the data for completeness, logic, and consistency.
 - c. Collecting service information in standardized formats to the extent feasible and appropriate.
- C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)].
- D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XXI. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
1. State Notices,
 2. DBH Policies and Procedures on Advance Directives, and;
 3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.
- C. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:
1. The format is readily accessible;
 2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 3. The information is provided in an electronic form which can be electronically

retained and printed;

4. The information is consistent with the content and language requirements of this Attachment; and
 5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
- D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
- E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].
- F. **Provider List**
Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.
- G. **Beneficiary Informing Materials**
Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides and notices.
- H. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- I. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
- J. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.
- K. **Grievance and Complaint Procedures**
Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.
- L. **Notice of Adverse Benefit Determination Procedures**
Contractor shall ensure that staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).
- M. **Notification of Unusual Occurrences or Incident/Injury Reports**

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.
2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.
3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.
4. Written reports shall not be made via email unless encryption is used.

N. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

O. Release of Information

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

P. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

Q. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by Funding Source, and shall be subject to the

provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of DBH, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. DBH may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from DBH.
 2. Before equipment purchases made by Contractor are reimbursed by DBH, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.
 3. All equipment purchased/reimbursed with funds from this Agreement shall only be used for performance of this Agreement.
 4. Assets purchased with Medi-Cal Federal Financial Participation (FFP) funds shall be capitalized and expensed according to Medi-Cal (Centers for Medicare and Medicaid Services) regulation.
 5. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the monthly activity report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, source of funding, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of \$5,000 must be depreciated.
 6. Upon termination of this Agreement, Contractor will provide a final inventory to DBH and shall at that time query DBH as to requirements, including the manner and method in returning equipment to DBH. Final disposition of such equipment shall be in accordance with instructions from DBH.
- R. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.
- S. Travel
- Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

- T. Political contributions and lobbying activities are not allowable costs. This includes contributions made indirectly through other individuals, committees, associations or other organizations for campaign or other political purposes. The costs of any lobbying activities however conducted, either directly or indirectly, are not allowable.
- U. Contractors that provide day treatment intensive or day rehabilitation shall have a written description of the day treatment intensive and/or day rehabilitation program that complies with **Attachment III** of this Contract, if applicable.

XXII. Laws and Regulations

- A. Contractor agrees to comply with all relevant Federal and State laws and regulations, including, but not limited to those listed below, inclusive of future revisions, and comply with all applicable provisions of:

1. Mental Health Plan (MHP) Contract with the State;
2. California Code of Regulations, Title 9;
3. California Code of Regulations, Title 22;
4. California Welfare and Institutions Code, Division 5;
5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455;
6. Code of Federal Regulations, Title 45;
7. United States Code, Title 42, as applicable;
8. Balanced Budget Act of 1997; and
9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.

- B. Health and Safety

Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract:

1. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.
2. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.
3. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

- C. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of any substance.
3. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
4. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
5. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and

retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

4. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment II**.

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

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

a. Provide DBH Office of Compliance with the following information to include but not limited to:

- i. Date the potential breach occurred;
- ii. Date the potential breach was discovered;
- iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
- iv. Number of potentially affected patients/clients; and
- v. Description of how the potential breach allegedly occurred.

b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.

c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:

- i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
- ii. The unauthorized person who used PHI or to whom it was made;
- iii. Whether the PHI was actually acquired or viewed; and
- iv. The extent to which the risk to PHI has been mitigated.

d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).

e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the

County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. General Requirement

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program
- f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.
- g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. Compliance Plan and Program

DBH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its

own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

Contractor's Compliance Program must include the following elements:

- a. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contractor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.
- b. Policies and Procedures
Written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.
 - i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
 - ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers.
 - iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
 - iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Office of Compliance

303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov

c. Code of Conduct

Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct.

- i. Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

- ii. Contractor shall distribute to all Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractor shall document annually that such persons have received, read, understand and will abide by said Code.

d. Excluded/Ineligible Persons

Contractor shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.

e. Internal Monitoring and Auditing

Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to County, State and Federal regulations.

- i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
- ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
- iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services

are coded, Contractor shall use only correct billing codes that accurately describe the services provided.

- iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
- v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
- f. **Response to Detected Offenses**
Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.
- g. **Compliance Training**
Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.
- h. **Enforcement of Standards**
Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have its own standards, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards.
- i. **Communication**
Contractor shall establish and maintain effective lines of communication between its Compliance Officer and Contractor's employees and subcontractors. Contractor's employees may use Contractor's approved Compliance Hotline or DBH's Compliance Hotline (800) 398-9736 to report fraud, waste, abuse or unethical practices. Contractor shall ensure its Compliance Officer establishes and maintains effective lines of communication with DBH's Compliance Officer and program.
- j. In accordance with the Termination paragraph of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice if Contractor fails to perform any of the terms of this Compliance paragraph. At the County's sole discretion, Contractor may be allowed up to thirty (30) days for corrective action.

XXIII. Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; and Title 22 CCR, Sections 72453 and 72527.

XXIV. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

- A. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.
- B. Contractor shall not use or disclose PHI other than as permitted or required by law.

XXV. Admission Policies

- A. Contractor shall develop patient/client admission policies, which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by DBH.
- C. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XXVI. Medical Records/Protected Health Information

- A. Contractor agrees to maintain and retain medical records according to the following:
 - 1. The minimum maintenance requirement of medical records is:
 - a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.
 - b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.
 - c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.
 - 2. The minimum contractual requirement for the retention of medical records is:
 - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;

- b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.
 - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.
- B. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.
- D. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.
- E. The IIHI or PHI under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.
- F. The County shall store the medical records for all the Contractor's County funded clients when a Contract ends its designated term, a Contract is terminated, a Contractor relinquishes its contracts or if the Contractor ceases operations.
 - 1. Contractor shall deliver to DBH all data, reports, records and other such information and materials (in electronic or hard copy format) pertaining to the medical records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
 - 2. Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by DBH Medical Records Unit. Contractor shall arrange for delivery of any and all records to DBH Medical Records Unit within seven (7) calendar days (this may be extended to thirty (30) calendar days with approval of DBH) of cessation of business operations.
 - 3. Should the Contractor fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
 - 4. Contractor shall maintain responsibility for the medical records of non-county funded clients.

XXVII. Transfer of Care

Prior to the termination or expiration of this Contract, and upon request by the County, the Contractor shall assist the County in the orderly transfer of behavioral health care for

beneficiaries in San Bernardino County. In doing this, the Contractor shall make available to DBH copies of medical records and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries. Under no circumstances will the costs for reproduction of records to the County from the Contractor be the responsibility of the client.

XXVIII. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.
- B. County shall establish standards and implement processes for Contractor that will support understanding of, compliance with, documentation standards set forth by the State. The County has the right to monitor performance so that the documentation of care provided will satisfy the requirements set forth. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All documentation shall be addressed in the beneficiary record.
- C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.
- D. When quality of care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management.
- E. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXIX. Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County.

All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this Contract shall be provided by Contractor.

XXX. Subcontractor Status

- A. If Contractor intends to subcontract any part of the services provided under this Contract to a separate and independent agency or agencies, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:
 - 1. The name of the subcontracting agency.
 - 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - 3. The amount of funding to be paid to the subcontracting agency.

4. The subcontracting agency's role and responsibilities as it relates to this Contract.
 5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse subcontractor directly for any services rendered.
- C. Ineligible Persons
- Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.

XXXI. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Article, Part A.

XXXII. Indemnification and Insurance

- A. Indemnification
- Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- B. Additional Insured
- All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations

performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. **Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. **Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. **Cyber Liability Insurance**

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. **Professional Services Requirements**

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
3. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

XXXIII. Nondiscrimination

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program
Contractor agrees to comply with the provisions of the Equal Employment

Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Contractor shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

2. **Civil Rights Compliance**

Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. 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 individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

D. **Sexual Harassment**

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

E. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).

F. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any

policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

XXXIV. Contract Amendments

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

XXXV. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.
- C. If the ownership of the Contractor changes, both the licensee and the applicant for the new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:
 - 1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
 - 2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or
 - 3. The reason for the unavailability of such records.

XXXVI. Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXXVII. Improper Consideration

- A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.
- C. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this

provision, the County is entitled to pursue any available legal remedies.

XXXVIII. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XXXIX. Conclusion

- A. This Agreement consisting of fifty-seven (57) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

BOARD OF SUPERVISORS

►

Robert A. Lovingood, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Desert/Mountain Children's Center

(Print or type name of corporation, company, contractor, etc.)

By Jenae Holtz
(Authorized signature - sign in blue ink)

Name Jenae Holtz
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: 6/19/18

Address 17800 Highway 18
Apple Valley CA 92307

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Frank Salazar, Deputy County Counsel
Date 6/18/18

Reviewed for Contract Compliance
►
Natalie Kessee, Contracts Manager
Date _____

Reviewed/Approved by Department
►
Veronica Kelley, Director
Date _____

Description of Program Services
STUDENT ASSISTANCE PROGRAM

Desert/Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
(760) 955-3555

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

- B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.

II. **PROGRAM DEFINITIONS**

All of the requirements and definitions noted **RFP DBH 17 – 99 Request for Proposals for Comprehensive Treatment Services: Student Assistance Program (SAP), School-Aged Treatment Services (SATS) and Children's Intensive Services (CIS)** are incorporated into this Addendum by reference.

III. **STUDENT ASSISTANCE PROGRAM (SAP) MISSION AND GOALS**

A. Overview

SAP focuses services to diverse students (grades (K-12) and their families who are at risk for school failure due to substance abuse, juvenile justice involvement, mental health, emotional and social issues. SAP connects behavioral health, educators, programs and services to create a network of support between schools and community based organizations supporting students and their families. The SAP program is intended to minimize barriers to learning, and support students in developing academic and personal successes and shortens the duration of untreated mental illness.

Additionally, SAP will implement the National Curriculum and Training Institute (NCTI) Crossroads® Education Program which is a curriculum-based education strategy delivered according to unique methods that foster positive, pro-social behavior in children and youth with emphasis on prior offenders. NCTI Crossroads® is targeted for children ages 10-15 and transitional age youth ages 16-25 with emphasis on those who are at risk of or involved in the juvenile justice system.

NCTI employs a cognitive behavioral change model to teach pro-social behaviors through an interactive learning process. The curriculum focuses on the relationship between values, attitudes, and behaviors as they relate to the decision making process. Class topics include: anger management, life skills, parent education, substance abuse prevention, gang involvement, truancy intervention, and graffiti prevention. Parenting classes are offered to the families of the children and youth participating in the program. Implementation of the NCTI Crossroads Education® program requires staff be trained and certified for the delivery of the curricula.

All Student Assistance Program contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment.

B. Program Objectives

1. The overarching goal of SAP services is to strengthen student health and wellness by working to reduce risk factors, barriers and/or stressors; build protective factors and supports; and provide appropriate strategies, activities, and interventions. Schools and Community Based Organizations (CBOs) wishing to participate in the Student Assistance Program will coordinate with DBH for coordination of services. DBH will

ADDENDUM I

approve school sites with CBOs, based on capacity and geographic regions. Community Based organizations will provide prevention and early intervention services including relapse prevention to school-aged children, youth, transition age youth and their families. Services are to be provided at schools and after school programs with culturally and linguistically appropriate practices for the target population and area served. Services should be offered at times and at locations easily accessible to the children and their family members, taking into consideration the needs of families. Such activities are intended to address the PEI key community mental health needs, which are:

- a. Disparity in access to mental health services
 - b. Psycho-social impact of trauma
 - c. At-risk children and youth populations
 - d. Stigma & discrimination
 - e. Suicide risk
2. Contractor is required to utilize a variety of strategies to meet the SAP objectives, including the following:
- a. Improved educator knowledge in identifying early signs, symptoms, and risk factors, contributing to substance abuse, mental illness and co-occurring disorders and making appropriate referrals
 - b. Increased access to PEI services for students at risk of school failure, in stressed families, exposed to trauma, at risk of or experiencing juvenile justice involvement, or experiencing early onset of serious mental illness
 - c. Improved school/community bonding, resilience promotion, and access to PEI services for underserved populations
 - d. Improved ability to provide PEI services to families of children and youth experiencing behavior problems, grief or loss, and/or in need of referral for evaluation (as related to a possible mental health condition)
 - e. Improved school success factors, such as decreased absences, tardiness and disciplinary referrals.

IV. PERSONS TO BE SERVED (TARGET POPULATION)

Contract providers will work collaboratively with the schools to ensure delivery of prevention and early intervention services during each school year. **Contract providers serve various proportions of the required total of unduplicated clients, depending on the proposed area(s) and agency capacity, which will be determined and assigned by the Program Manager, designee.**

- A. The target population to be served includes children and youth (grades K-12) and their families, that have been exposed to trauma, are experiencing the first onset of serious psychiatric illness, are in stressed families, are at risk for school failure and/or at risk of, or are experiencing, juvenile justice involvement. These services are not intended for students qualified for or receiving special education services for behavioral health concerns. Priority target schools and school districts are those with:
1. High number of children and youth from underserved ethnic/cultural groups
 2. High poverty
 3. Low academic achievement

4. High rates of suspension, expulsion and drop out
 5. High number of children/youth in foster care
 6. High number of children/youth at risk of experiencing juvenile justice involvement
 7. High rates of violence in the community
- B. Prevention and Early Intervention services will be offered to children, youth and transitional age youth, and their families, when appropriate, in the following PEI Priority populations:
1. Trauma exposed individuals
 2. Individuals experiencing onset of serious psychiatric illness
 3. Children and youth in stressed families
 4. Children and youth at risk for school failure
 5. Children and youth at risk of or experiencing juvenile justice involvement.
- C. It is further expected that the participant population will be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

V. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

SAP is a school-based approach to providing focused services to students needing interventions for substance abuse, mental health, academic, emotional, and/or social issues. It is a process that connects education, programs, and services within and across school and community systems to create a network of supports to help students. As a process, SAPs identify troubled students, assess students' needs, and provide support and referral to appropriate resources. Activities within SAP fall into the State Prevention Program reporting category. SAP activities will also include Early Intervention services along with the implementation of the State Strategies pursuant to the PEI Regulations effective October 6, 2015.

SAP services are an essential part of the continuum of care, as they provide interventions and preventative services, working closely with schools to address a variety of student issues. An essential aspect of SAP is close collaboration with other programs and provision of appropriate services.

SAP focuses services to diverse students (grades (K-12) and their families who are at risk for school failure due to substance abuse, juvenile justice involvement, mental health, emotional and social issues. SAP connects behavioral health, educators, programs and services to create a network of support between schools and community based organizations supporting students and their families. The SAP program is intended to minimize barriers to learning, and support students in developing academic and personal successes and shortens the duration of untreated mental illness.

Additionally, SAP will implement the National Curriculum and Training Institute (NCTI) Crossroads® Education Program which is a curriculum-based education strategy delivered according to unique methods that foster positive, pro-social behavior in children and youth with emphasis on prior offenders. NCTI Crossroads® is targeted for children ages 10-15 and transitional age youth ages 16-25 with emphasis on those who are at risk of or involved in the juvenile justice system.

NCTI employs a cognitive behavioral change model to teach pro-social behaviors through an interactive learning process. The curriculum focuses on the relationship between values, attitudes, and behaviors as they relate to the decision making process. Class topics include: anger management, life skills, parent education, substance abuse prevention, gang involvement, truancy intervention, and graffiti prevention. Parenting classes are offered to the families of the children and youth participating in the program. Implementation of the NCTI Crossroads Education® program requires staff be trained and certified for the delivery of the curricula.

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All Student Assistance Program contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment

- A. The number of estimated participants to be served is based on a prescribed formula *as follows*: 20% of services will be allocated to mental health promotion and education to the general population, 70% of services will be allocated for individuals at a higher than average risk of developing a mental health condition and will consist of education/intervention and 10% of services will be allocated for students requiring early intervention treatment services. Providers will limit their mental health promotion and education services to 20%. All Providers are required to refer and link individuals with serious mental illness to the appropriate level of services.
- B. Providers will work with San Bernardino County Superintendent of Schools and Local Education Area (LEAs) to provide prevention and early intervention services to children and youth (grades K-12) and their families. Required services include identification and referral of students requiring individual and/or small group counseling, education, parent participation, and/or short-term treatment for those first experiencing the onset of a mental health condition. SAP activities, services, and strategies are not intended for students who have been previously diagnosed with a mental health condition and services are not intended for students whose needs have been identified and should be met as part of an Individual Education Plan.
- C. Overall Requirements
 1. Contract providers are required to work collaboratively with the school(s) to identify, collect, maintain data and statistical information on PEI activities and services to ensure outcomes can be measured and evaluated.
 2. A Contract provider is required to provide data reports to DBH on a monthly basis and a qualitative narrative report on a quarterly basis.
 3. Contract provider shall provide cognitive behavioral change curriculum classes utilizing the National Curriculum and Training Institute® (NCTI®) Crossroads curriculum and Real Colors® Personality Instrument.
 4. NCTI® Crossroads Curriculum and Real Colors® Personality Instruments are designed to meet different learning styles in a highly interactive group setting. As such, curricula must be delivered according to unique methods that foster positive, pro-social behavior
 5. Each class will consist of its own workbook, covering up to six weeks of curriculum relating to each individual topic. The workbooks cover different topics within a combination of the following subjects that include but are not limited to:
 - a. Anger Management
 - b. Cognitive Life Skills
 - c. Curfew
 - d. Drugs and Alcohol
 - e. Gang involvement
 - f. Shoplifting
 - g. Truancy
 6. NCTI® Crossroads Education classes are to be held at locations that are easily accessible to children/youth, TAY and their families such as school sites, provider offices or alternative sites in the community such as schools, clinics, Transitional Aged Youth (TAY) centers,

community centers, and anywhere children/youth/TAY live and congregate.

7. The Contract provider should also offer the parenting component. Parenting sessions include:
 - a. Session 1 – Introductions, Agreements, and Objectives
 - b. Session 2 – Developing Values
 - c. Session 3 – Getting to Know Your Children / Communication / What Motivates a Child?
 - d. Session 4 – Family Rules / How Do You Discipline?
 - e. Session 5 – Keys to Success / Stress Test
 - f. Session 6 – Coping with Stress / Positive Self-Image / Goals
8. Classes are designed to be delivered over a three-week period; twice a week for two 1-2 hours for each session, for a total of six sessions or one a week for a 1-2 hours each for each session, for a total of six weeks. This format has demonstrated the best results for retention of students. Written permission to deviate from this structure is required by NCTI®. Written permission (via email is acceptable) to deviate from this structure is required from NCTI® and shall be submitted to the DBH Office of PEI when obtained.
9. Classes shall be delivered in groups ranging in size from 4-15 individuals per facilitator.
10. Classes are to be available outside of traditional school hours to ensure all individuals of a community may attend.
11. All available NCTI® curriculums are available for use and the subject matters may be viewed at www.ncti.org.
12. The DBH Office of PEI will provide Real Colors® Instruments and curricula to Contract providers at no additional cost until the limited numbers of printing licenses are exhausted. When there are no longer any available licenses, the contract provider will be responsible for the costs associated with delivering NCTI® services.
13. Contract providers providing this service will be responsible for ensuring staff receive training through NCTI®.
14. Only NCTI® certified staff may teach NCTI® Crossroads curriculum and Real Colors®.
15. To ensure certified staff deliver NCTI® Crossroads curriculum with fidelity, the Contract provider shall be responsible for using the assessment tools provided by NCTI®.
16. Contract provider shall utilize the pre- and post-tests developed by NCTI®.
17. Contract provider shall either enter the pre- and post-tests electronically into the NCTI® database or they shall send the hard copies of pre- and post-tests to NCTI® to be entered by NCTI® staff.
18. Contract provider shall contact NCTI® to receive training on how to appropriately and effectively use the pre- and post-tests.
19. Sign-in sheets are to be utilized and retained for each class session and are to include, but are not limited to: date, class topic, instructor's name, class location, and student's name, signature, age, gender, and race/ethnicity. Each class session requires a new sign-in sheet (ex: Anger Management is six total class sessions, facilitator will have six sign-in sheets.)
20. Pre- and Post- test results and analysis are included in various stakeholder reports.
21. Pre- and Post-test result goal is to have at least an 80% completion rate.
22. Pre- and Post-tests are to be evaluated to ensure an appropriate number of individuals are

being served per facilitator, the pre- and post-tests are being utilized and entered into the NCTI® database appropriately

23. Encourage parental and family participation as appropriate.
24. Provide appropriate short-term (usually less than eighteen months) therapeutic interventions intended to measurably improve a behavioral health problem or concern early in its manifestation. Early intervention services may be provided up to four (4) years if the individual is experiencing their first onset of a mental illness or emotional disturbance with psychotic features. These activities shall be provided, whenever appropriate, through the provision of EPSDT Medi-Cal Specialty Mental Health Services (SMHS).
25. Provide individual and small group counseling and/or education and parent participation. These activities shall be provided, whenever appropriate, through the provision of EPSDT Medi-Cal Specialty Mental Health Services (SMHS).
26. Provide support and education that increases protective factors at the school and/or in the community via individual and small group counseling and a science-based program.
27. Provide culturally and linguistically competent services; at minimum, services must be offered in English and Spanish.
28. Provide support and follow-up for students and their families regarding, but not limited to:
 - a. Alcohol and Drug Education and Interventions
 - b. Anger Management
 - c. Caregiver Support
 - d. Case Management
 - e. Childcare during Parent Component, if appropriate
 - f. Curriculum Based Psychosocial Education (science or evidence based)
 - g. Dating and Relationship Violence
 - h. Multidisciplinary Assessments
 - i. Relapse Prevention
 - j. Social Skills Groups
 - k. Substance Abuse/Misuse Education and Services
 - l. Support Groups
 - m. Teen Pregnancy
 - n. Screening and Assessment
 - o. Short-term Treatment for individuals first experiencing the onset of a mental illness.
 - p. Maintain sign-in sheets that include, but are not limited to race, ethnicity, age and gender.
 - q. Maintain DBH approved service activity sheets that provide an overview of the prevention service provided
 - r. Input Prevention Service Information and data into a system identified by DBH no later than ten (10) days from the end of the service month.
 - s. Input Early Intervention Services into the County transactional billing system (currently is called InSyst SIMON) no later than ten (10) days from the end of the service month. (The contractor will be responsible for purchasing the initial InSyst software required to operate SIMON; DBH will provide the access required to

submit data.)

D. Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements of learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired results/personal milestones, and minimum guidelines for the provision of coordinated services under the rehabilitation and targeted case management options are set forth below. Not all the activities need to be provided for a service to be billable. Mental health services will primarily be captured as EPSDT Medi-Cal Specialty Mental Health Services (SMHS): Contractor will provide EPSDT Medi-Cal SMHS to San Bernardino County school-aged children and youth who (i.e., up to 21 years of age) who are experiencing significant distress due to a mental health condition and meet medical necessity criteria. Additionally services listed below will be provided to children and youth who do not meet medical necessity criteria as funding permits. Specific EPSDT Medi-Cal SMHS shall include:

1. **Assessment:** A service activity designed to evaluate the current status of a child's/youth's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. **Collateral:** A contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy, which is provided on behalf of the individual, is considered collateral.
3. **Intensive Care Coordination:** ICC is similar to the activities provided through Targeted Case Management (TCM). ICC must be delivered using a Child and Family Team (CFT) to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must be an identified mental health ICC coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

- a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a CFT.
- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible.
- c. Ensuring services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan.

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- d. Ensuring that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the CPM.
- e. Providing active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

4. **Plan Development:** A service activity that consists of developing and approving client plans, and monitoring and recording an individual's progress.
5. **Rehabilitation:** A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child/youth or group of children/youth functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education. This service includes:
 - a. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones
 - d. Medication education for family and other support systems
6. **Targeted Case Management:** Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
7. **Therapy:** A service activity that is a therapeutic intervention, focusing primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child/youth or a group of children/youth, and may include family therapy.

E. Provider Adequacy

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and

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3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.
- F. DBH is emphasizing EPSDT mental health services to the unserved and underserved children
Overall Service Requirements
 1. Contractor will have primary responsibility to provide the full range of mental health services to children/youth that live within the Contractor's service area(s), including crisis and emergency services.
 2. Accept referrals directly from DBH and other child serving agencies
 3. Maintain a system/protocol to address crisis and emergency situation, 24 hours a day – seven days a week, to meet the needs of the child/youth/family.
 4. Develop, coordinate and provide formal therapeutic treatment services based on assessments and treatment recommendations.
 5. Develop a system to screen and prioritize clients awaiting treatment and those in treatment, to ensure availability of service to the most severely ill.
 6. Provide services in a culturally competent manner by recruiting, hiring, training and maintaining staff that provide culturally appropriate services to diverse populations.
 7. Maintain a clear audit trail between school-aged treatment services and the provision of other specialty mental health services.
 8. Establish a plan to deal with a crisis involving the client, family members and treatment team.
 9. Ensure there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
 10. Maintain ongoing communication with the DBH Program Manager and make all policies and procedures (administrative and service-related) available to the Program Manager on a regular basis.
 11. Contractor's Director or designee must attend regional meetings as scheduled.
 12. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (English and Spanish) for distribution to the community.
 13. Contractor's Director or designee must attend regional meetings as scheduled.
- G. Coordination of Care
Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:
 1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for

coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].

2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.)]

H. Administrative Requirements

1. Identify and refer students requiring early intervention services or system of care services through activities and special programs directed at individuals exhibiting early signs of a mental health condition and other problem behaviors associated with mental illness.
2. Provide appropriate interventions intended to measurably improve a behavioral health problem or concern early in its manifestation. Please see items 6. and 9. below with list of specific mental health services which shall be provided.
3. Provide support and education that increases protective factors at the school and/or in the community via individual and small group counseling and a science-based program.
4. Provide culturally and linguistically competent services; at minimum, services must be offered in English and Spanish.
5. Encourage parental and family participation as appropriate.
6. Provide support and follow-up for students and their families regarding, but not limited to:
 - a. Alcohol and Drug Prevention
 - b. Anger management classes
 - c. Case management
 - d. Childcare during parent component, if appropriate
 - e. Psychosocial education curriculum (i.e., science or research based curriculum)
 - f. Dating education and relationship violence prevention
 - g. Individual and small group counseling
 - h. Multidisciplinary assessments
 - i. Social skills groups
 - j. Substance abuse/misuse education and services
 - k. Support groups
 - l. Teen pregnancy prevention
 - m. Screening and assessment
 - n. Short-term treatment for those first experiencing mental illness, including rehabilitation services
7. Contract providers will work collaboratively with the schools to ensure delivery of a universal prevention education to an estimated 85 schools each school year.
8. Evidence-based, community-based, and/or promising practices standards must be used for PEI services.

I. Oversight/Engagement Requirements

1. Implement and/or enhance a SAP collaboratively with the schools and community provider to:
 - a. Identify and minimize barriers to learning
 - b. Identify students stressed, at-risk, or displaying signs of high-risk substance use and/or mental health risks
 - c. Support students in developing academic and personal success through the asset development process
2. Provide appropriate interventions at school(s) or through referrals
3. Provide mental health promotion at participating school sites to identify and engage underserved, unserved or inappropriately served children and transitional age youth in need of prevention and early intervention services. This includes reaching out to individuals with signs and symptoms of a mental illness, so they can recognize and respond to their own symptoms.
4. Complete Work Plan and submit to DBH on an annual basis no later than May 30th. The Work Plan will consist of all planned activities such as collaborative efforts, mental health promotion, group activities, individual counseling, etc. The Work Plan should detail how the agency will implement the PEI Program effectively and will include how outcomes will be measured and evaluated. The Work Plan effective period is July 1 – June 30 of each fiscal year.
5. Complete quarterly and annual program reports in a format provided by DBH. The quarterly and annual reports are provided in a narrative format and summarize the activities, services, and outcomes of the PEI participants. Reports shall include attached copies of outcomes and evaluation results (ex: survey results, pre/post-tests, and assessment results). The annual report shall include a summary of the entire fiscal year's outcomes and evaluation.
6. Ensure delivery of services to students is based on approved effective methods which are evidence-based practices, promising practices, or community-based practices at targeted school sites, being certain to implement the program model and not compromise the fidelity and validity of the program in culturally and linguistically appropriate manner. (See <http://www.nrepp.samhsa.gov> for curricula examples.)
7. Evidence, science based or research based curriculum and/or promising practices must be used for prevention services. Examples of possible curriculums include but are not limited to:
 - a. S.S. Grin
 - b. Strengthening Families
 - c. Guiding Good Choices
 - d. Project ALERT
 - e. Jellybean Jamboree
 - f. Building Resiliency
 - g. Creative Small Groups
 - h. Choosing Not to Use
 - i. Girl Empowerment

- j. Owning Up
 - k. Grieving Sharing & Healing
 - l. Children's Program KIT from SAMSHA
 - m. Peace Builders
 - n. Too Good for Drugs
 - o. Parent Project
 - p. Why Try
 - q. Personal Power for Young Men
 - r. Personal Power for Young Women
 - s. Cognitive Life Skills in Behavioral Therapy
 - t. Second Step
8. Build capacity in conjunction with LEA(s), by ensuring employees attend training and technical assistance classes and the annual Southern Region Student Wellness Conference.
 9. Participate in evaluation activities related to implementation and outcomes of the SAP.
 10. Community based organizations will work collaboratively with the schools to ensure the SAP program as a whole delivers prevention activities to an estimated 19,490 students and 774 parents (e.g., support groups) countywide each school year. Additionally, an estimated 841 students will receive early intervention services including activities and special programs directed toward individuals who are exhibiting early signs of a behavioral health condition and other problem behaviors associated with mental illness.
- J. Access to Linkage to Treatment Strategy within a Program
1. Access and Linkage to Treatment- as defined by the PEI Regulations effective October 6, 2015, means connecting children, transitional age youth, adults, and older adults with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs. Examples of Access and Linkage to Treatment Programs include but are not limited to, focus on mental health screening, assessment, referral, telephone help lines, and mobile response.
- K. Non-Stigmatizing and Non-Discriminatory Strategy within a Program
1. Contractors shall promote, design, and implement Programs in ways that reduce and circumvent stigma, included self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
 2. Non-Stigmatizing and Non-Discriminatory approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a

range of roles.

L. Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations Strategy within a Program

1. Increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.
2. Services shall be provided in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.

M. Evaluation/Plan Development

Early Intervention Program Services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four (4) years.

1. For purpose of this section, "serious mental illness or emotional disturbance with psychotic features" means, schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality) disorder). These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.
2. Early Intervention Program services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.
3. Prevention Program Services are a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.
 - a. "Risk factors for mental illness" means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.
4. Examples of risk factors include, but are not limited to, a serious chronic medical condition, adverse childhood experiences, experience of severe trauma, ongoing stress, exposure to drugs or toxins including in the womb, poverty, family conflict or domestic violence, experiences of racism and social inequality, prolonged isolation, traumatic loss (e.g. complicated, multiple, prolonged, severe), having a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness.
 - a. Prevention Program services may include relapse prevention for individuals in

recovery from a serious mental illness.

- b. Prevention Programs may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.

VI. BILLING UNIT

A. Reimbursement to Contractor shall be made monthly in arrears based on the actual cost of direct (face to face) services and/or activities provided during the service month, however not to exceed 1/12th of the maximum annual contract obligation for each fiscal year. Failure to meet performance requirements can result in a reduction or denial of payment.

B. EPSDT Medi-Cal Reimbursement:

The billing unit for mental health services is staff time, based on minutes of time.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

C. Reimbursement for services provided shall occur on a monthly basis for approved expenses incurred and claimed by Contractor. No later than ten (10) calendar days following the month of service, the Contractor shall submit a claim for payment for the reporting month, in a format acceptable by DBH. The monthly claim must be sent to:

Department of Behavioral Health
 Fiscal Department-PEI
 303 E. Vanderbilt Way
 San Bernardino, CA 92415-0026

VII. FACILITY LOCATION

Contractor's facility(ies) where SAP services are to be provided is/are located at:

Locations are subject to prior approval by DBH. Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

School Districts:

- ***That will be reviewed and approved by DBH Program Manager, or designee***

A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating SAP services at the above location(s) or providing services at another office location.

- B. The Contractor shall comply with all requirements of the State and obtain necessary fire clearances.
- C. The Contractor shall provide adequate furnishings and supplies to operate a SAP based on requirements described herein.
- D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have an exterior sign clearly indicating the location, name of facility and hours of operation.
- G. The Contractor shall have program pamphlets identifying the facility and its services, both in English and Spanish, for distribution in the community. All materials that are distributed to the public shall be approved by DBH prior to distribution.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VIII. STAFFING

All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All clinical treatment staff providing services with DBH funding shall be licensed or waived by viable internship by the State.

- A. Contract must meet school requirements for all staff members are met including, but not limited to:
 - 1. **Background checks and Criminal Record Reviews any other required clearances, etc.-.**
 - 2. **Department of Justice (DOJ) Clearance/Live Scan**
 - 3. **Health and Safety** -The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
 - 4. **Professional Development and Staff Training Requirements**
 - 5. **Tuberculosis (TB) Testing**
- B. Ensure staff attend the five (5) day SAP training program offered by San Bernardino County Superintendent of Schools, as appropriate.
- C. Ensure staff attend County provided orientation and/or training, including cultural competency training, to assure equal access and opportunity for services, and to improve service delivery.
- D. All treatment staff shall work within their scope of practice as defined by DBH or their license type; psychotherapists must be licensed or waived by the State. Treatment professionals should be primarily comprised of professionals trained in working with children/youth with mental health needs.

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- E. Personnel shall possess appropriate licenses and certificates, and be qualified in accordance with applicable statutes and regulations. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct operations. In addition, the Contractor will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Contractors' employees.
- F. Staff Training Plan – Contractor shall provide training for staff on an ongoing basis, including cultural competency training that addresses service delivery to diverse children and their families as required in the Performance Article. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis.
- G. Staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment and/or transition.
- H. Contract provider shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided.
- I. Contract provider staff to attend SAP training and the annual Southern Region Student Wellness Conference as appropriate, as well as training requirements articulated in the Cultural Competency Plan.
- J. Contract provider staff should have an appropriate background and training for working with the target population of children/youth and families.
- K. Staffing should be comprised of personnel with the appropriate background and education to establish effective SAP programs in the proposed LEAs. Staff must also be culturally proficient to deliver services in a manner most appropriate to the target population. A SAP team should include, at minimum, the following positions, or equivalent to the following:
 1. **Alcohol and Drug Counselor (registered or certified)** who plans and implements educational counseling for program participants, facilitates individual and group counseling & educational sessions.
 2. **Clinic Supervisor** who will support all service strategies in the project. The clinic supervisor will also serve as a liaison to the collaborative with agencies working with target populations.
 3. **Clinical Therapist** who is licensed, registered, or waived by the State, as a clinical professional [Licensed Psychologist (LP), Licensed Professional Clinical Counselor (LPCC), Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT)]. This position will screen participants to determine appropriate activities, assist participants and families in understanding the nature and risk factors of behavioral disorders, assess participants for diagnosis, and develop early intervention treatment plans. Please note, early intervention (therapeutic) services should be conducted by registered pre-licensed/licensed staff. Therapists providing services described herein shall be licensed, registered or waived by the State, according to DBH's policy.
 4. **Prevention Specialist/Interventionist** who assists in the implementation of approved SAP strategies, including leading activities, trainings and supportive educational groups; develops and maintains school and community networks and educational programs; collaborates with school site staff and other agencies as needed; and performs other related duties as required.

5. **Program Manager/Coordinator** that organizes and monitors program activities, oversees the integrity of the SAP program, facilitates communication between school(s) and provider, ensures community stakeholder satisfaction and participates in capacity building and multi-agency collaborative activities.
 6. **Social Worker II** who provides case management, develops and monitors prevention and/or early intervention plans, facilitates individual and group educational sessions, maintains case documentation and provides participants with linkages and referrals for services as needed.
 7. **Support Staff** would provide administrative support as needed. Responsibilities may include collection, data entry, management of data, completing forms and/or reports, scheduling of meetings and trainings, and providing general administrative support, as appropriate, for the PEI SAP program. An appropriate amount of support staff will be required to complete the duties above as well as help support the evaluation and reporting requirements of the PEI SAP program.
- L. **Additional Role Required of Staff** Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and SIMON, the local billing system. Expectation is that Contractor will have a sufficient number of staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement will be met and maintained for the duration of the contract

IX. STAFF CULTURAL COMPETENCY REQUIREMENTS

The State Department of Health Care Services (DHCS) mandates counties to develop and implement a Cultural Competency Plan for residents of San Bernardino County. Policies and procedures and array of services must be culturally and linguistically appropriate. Contractor will be included in the implementation process and shall adhere to cultural competency requirements.

- A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 1. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance use disorder services.
 2. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance

abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

- B. To assist the contractor's effort towards cultural and linguistic competency, the DBH shall provide the following:
 - 1. Technical assistance to the Contractor regarding cultural competency implementation.
 - 2. Demographic information to the Contractor on service area for services planning.
 - 3. Cultural competency training for DBH and Contractor personnel per the contract.
 - 4. Interpreter training for DBH and Contractor personnel.
 - 5. Technical assistance for the proposer in translating Behavioral Health and substance abuse services information to DBH's threshold language (Spanish)
- C. Spanish has been identified as a threshold language for this county by the Department of Health Care Services. Staffing should adequately accommodate the Latino population in the region being serviced. The ratio of English speaking staff to Spanish speaking staff will be driven by the ethnicity levels in the region being served. The Contractor will be required to provide services in a culturally competent manner by recruiting, hiring and maintaining staff that can provide services to the diverse population. They must provide services in the appropriate language, in a culturally sensitive manner, and in a setting accessible to diverse communities. (Diversity in a community context includes features that bind a group of people together but set the group apart from other groups; these features include but are not limited to, ethnicity, age, sexual orientation, gender, race, culture, and physical challenges.) The Contractor will continue to develop and implement policies relating to cultural diversity and equity as provided by the County. The Contractor shall document efforts to provide services in a culturally competent manner. Documentation may include, but is not limited to:
 - 1. Records in personnel files attesting to efforts made in recruitment and hiring practices;
 - 2. Participation in County sponsored and other cultural competency training;
 - 3. Availability of literature in multiple languages and formats as appropriate; and
 - 4. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.
- D. The Contractor shall utilize appropriate language translation and interpretation (with prior written approval from the County) as needed for services provided to children and families. In addition to language skills, a qualified interpreter must have the ability to accurately translate terms associated with mental health and cultural beliefs and practices; however, he/she need not be trained in mental health services. The Contractor will have materials translated into Spanish and any other languages identified by the County as necessary.

X. ADMINISTRATIVE AND OUTCOMES/EVALUATION REQUIREMENTS

- A. The main facility will be available a minimum of forty (40) hours per week by appointment. The Contractor shall be available 24 hours per day through a recording/answering system.
- B. The Contractor to state their hours of operations at the school site and outside traditional school hours.
- C. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

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- D. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be field-based in the natural settings of the child and parent and access will be available 24 hours per day through answering system and paging system.
- E. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan (i.e., must be available during the times that services are accessible by consumers based on program requirements).
- F. Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.
- G. Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- H. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- I. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
 - 1. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 2. Contractor has the primary responsibility to provide the full range of mental health services, as specified within this addendum, to clients referred to Contractor.
 - 3. The Contractor shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s) as defined in this Addendum. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population.
 - 4. Summary copies of internal peer review conducted must be forwarded to DBH upon request.
- J. The Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- K. The Contractors are required to work collaboratively with the school(s) to identify, collect, maintain data and statistical information on PEI activities and services to ensure outcomes can be measured and evaluated
- L. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- M. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.

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- N. The Contractor shall make available to the DBH Regional Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- O. The program shall submit additional reports as required by DBH.
- P. The Contractor’s Director or designee must attend regional meetings as scheduled.
- Q. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor’s knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- R. The Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or special provisions below may result in reimbursement checks being withheld until the Contractor is in full compliance.
- S. Contractor shall work collaboratively with LEAs to identify, collect, and maintain data and statistical information to ensure outcomes can be measured and evaluated. Expected outcomes are consistent with those described in the PEI component regulations.
- T. The Contractor will strive to meet the following goals, objectives and outcomes;

Goal	Key Outcomes
Improve timely access to services for underserved populations	<ul style="list-style-type: none"> • Increase extent to which individual or family from underserved population who need MH services because of risk or presence of a mental illness receives appropriate services as early in onset as practicable
Reduce prolonged suffering associated with untreated mental illness	<ul style="list-style-type: none"> • <u>Prevention</u> Reduce risk factors Reduce indicators Increase protective factors that may lead to improved mental, emotional, and relational functioning • <u>Early Intervention</u> Reduce Symptoms Improve Recovery, including mental emotional and relational functioning
Reduce stigma and discrimination associated with mental illness (Non-Stigmatizing/Non-Discriminatory)	<ul style="list-style-type: none"> • Reduce negative feelings, attitudes, beliefs, perceptions, stereotypes, and/or discrimination related to having a mental illness, being diagnosed, or seeking services. • Increase acceptance, dignity, inclusion and equity for individuals with mental illness and members of families.
Increase early access and linkage to medically necessary care and treatment	<ul style="list-style-type: none"> • Connect children, adults and seniors with severe mental illness to care as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs.

- U. The Contractor agrees to utilize approved data collection tools to collect, analyze, report, and distribute individual and family level outcomes. All data must be provided to DBH in an approved format.
- V. The Contractor agrees to use the PEI Data Collection System, SIMON, or any other data tracking system developed by DBH to track data collection.
- W. The Contractor agrees to submit participant data via the PEI Data Collection system, or any other data tracking system developed by DBH, by the 10th of each month.
- X. The Contractor agrees to submit monthly reports containing relevant data (statistical and anecdotal) with their monthly invoices for payment. The invoices and supporting data are due to DBH no later than ten (10) days following the last day of the month of service.
- Y. Quarterly Reports
1. The Contractor agrees to submit a qualitative report quarterly approved by DBH, outlining progress made toward the overall project goals and specific objectives, problems encountered in achieving objectives, methods employed to resolve stated problems and any program modifications that occurred as a result of program evaluation. Sign-in sheets will be required to document trainings and services rendered, as appropriate. Sign-in sheets to contain race/ethnicity, age and gender data as appropriate.
 2. The Contractor agrees to attach and include, within the quarterly report, outcomes data such as survey results, pre/post-test, and assessment results used to evaluate the program each quarter.
 3. The quarterly report shall be due to PEI program staff no later than thirty (30) days following the end of the quarter.
 4. The quarterly reports shall be due on the following dates:
 - October 30th for period July 1st – September 30th,
 - January 30th for period October 1st – December 31st,
 - April 30th for period January 1st – March 30th, and
 - July 30th for period April 1st – June 30th
- Z. Annual Report
- The Contractor agrees to submit a written annual report covering services implemented, progress made toward goals, and summarizing outcome measures identified in evaluation tools in a format designed and approved by DBH.
1. Annual Reports are due by July 30th of each year.
 2. Annual Reports will include summary data and analysis of the entire fiscal year (July 1-June 30) on key outcomes using required assessment tools
- AA. The Contractor agrees to meet with LEAs and DBH on a regular basis to measure effectiveness of the SAP program and take corrective measures when necessary.
- BB. The Contractor agrees, in collaboration with LEAs, to evaluate and provide DBH with:

1. Pre/post "behavior" status as reported by teacher, parent and/or student in a format approved by DBH
 2. Pre/post of development assets in a format approved by DBH
 3. Change in participant school attendance in a format approved by DBH
 4. Change in participant suspensions and referrals in a format approved by DBH
 5. Utilize assessment tools and evaluation methods (such as the PEI Participant Survey Tool) as directed by DBH for all clients.
- CC. Report outputs including, but not limited to:
1. Types of services provided and where services occurred
 2. Demographics of service population
 3. Number of individuals served
 4. Number of sessions attended
 5. Program completion rate
 6. Changes in behavior, knowledge, and/or skills as determined by DBH
 7. Any other data the County considers relevant, including but not limited to collection of data pursuant to the PEI Regulations effective 10/06/2015 and any subsequent amendments to said Regulations.
- DD. PEI Regulations, Section 3560.020 requires the County to submit a three-year Program and Evaluation Report. The goal of the Evaluation Report is to answer questions about the impacts of Prevention and Early Intervention Component Programs on individuals with risk or early onset of serious mental illness and on the mental health and related systems.
1. SAP Providers shall provide information on the outcomes and indicators selected as well as the approaches used to select the outcomes and indicators, and collection of data. SAP Providers shall also provide to DBH how often data was collected for the evaluation of the program.
- EE. The County shall select, define, and measure appropriate indicators that are applicable to the Prevention Program. SAP Providers will provide consumer data which reports the reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.
- FF. For each Prevention Program and each Early Intervention Program list:
1. The Program name.
 2. Unduplicated numbers of individuals served in the preceding fiscal year
 - a. If a Program served both individuals at risk of a mental illness (Prevention) and individuals with early onset of a mental illness (Early Intervention), the County shall report numbers served separately for each category.
 - b. If a Program served families the County shall report the number of individual family members served.
- GG. For Access and Linkage to Treatment as a Strategy within a Program the County shall track:

1. Number of referrals for treatment, and kind of treatment to which person was referred
2. Number of persons who followed through on the referral and engaged in treatment, defined as the number of individuals who participated at least once in the Program to which the person was referred
3. Duration of untreated mental illness
 - a. The time between the self-reported and/or parent-or-family-reported onset of symptoms of mental illness and entry into treatment, defined as participating at least once in treatment to which the person was referred
 - b. The interval between the referral and engagement in treatment, defined as participating at least once in the treatment to which referred

HH. For each Improve Timely Access to Services for Underserved Populations Strategy or Program the County shall report:

1. The program name
2. Identify the specific underserved populations for whom the County intended to increase timely access to services.
3. Number of referrals of members of underserved populations to a Prevention Program, an Early Intervention Program and/or to treatment beyond early onset.
4. Number of individuals who followed through on the referral, defined as the number of individuals who participated at least once in the Program to which they were referred.
5. Average interval between referral and participation in services to which referred, defined as participating at least once in the service to which referred, and standard deviation.
6. Description of ways the County encouraged access to services and follow-through on referrals

XI. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to the Contractor in regard to SAP requirements.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the prevention and early intervention mental health needs of local communities.
- C. DBH shall monitor the Contractor on a regular basis in regard to compliance with all requirements and ensure program is being implemented with fidelity and according to program description.
- D. DBH shall provide technical assistance to Contractor in regard to Short-Doyle/EPSTD Medi-Cal requirements, as well as charting and Utilization Review requirements.
- E. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

XII. SPECIAL PROVISIONS

- A. It is preferred that SAP services for family members are offered during non-traditional school hours and days. This will ensure/increase the possibility of parent/caregiver participation.
- B. Contractor must start providing assessment and treatment services as soon as possible, but no later than one hundred twenty (120) days from the contract start date.

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- C. Contractor must obtain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. If Contractor is not Medi-Cal certified at the time that the contract is awarded, Contractor must submit Medi-Cal certification paperwork to the DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within one hundred twenty (120) days from the contract start date may result in contract termination.
- D. Contractor(s) must be available to initiate services with new clients during all twelve (12) months of the fiscal year; waiting lists are not permitted. (This requirement takes effect immediately after Contractor is Medi-Cal certified to provide services within the 120 day requirement during beginning of contract term.) Notification to DBH that a Contractor is unable to initiate any more services during a fiscal year will result in monthly contract management meetings for the remainder of the fiscal year and the following fiscal year, until DBH Program Manager is satisfied that fiscal resources are being allocated in such a way that the Contractor is able to initiate services to new clients during any of the remaining months of the applicable fiscal year.
- E. County will only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the Senate Bill (SB) 785 Out of County Placements process and/or the Assembly Bill (AB) 1299 Presumptive Transfer process. Both AB 1299 and SB785 procedures need to be followed by Contractor in order for reimbursement to occur. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.
- F. A review of productivity of the Contractor shall be conducted after the end of each quarter of each fiscal year.
- G. The Contractor and DBH will work jointly to monitor outcome measures.
- H. Satisfaction Surveys will be provided to participants (including parents), if applicable, upon completion/termination of SAP services.
- I. The Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).
- J. The Contractor must comply with California Vehicle Restraint Laws which states:
 - 1. Children under two (2) years of age shall ride in a rear-facing care seat unless the child weights forty (40) or more pounds OR is forty (40) or more inches tall. The child shall be secured in a manner that complies with the height and weight limits specified by the manufacturer of the care seat.
 - 2. Children under the age of eight (8) must be secured in a car seat or booster seat in the back seat.
 - 3. Children who are eight (8) years of age OR have reached four feet and nine inches (4'9") in height must be secured by a safety belt.
 - 4. Passengers who are sixteen (16) years of age and over are subject to California's Mandatory Seat Belt law.

XIII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Outcomes/Evaluation – Process Measures
 - 1. Median number of business days between the initial contact or referral and first attempted contact of family is two days or less.

2. Median number of calendar days between first contact and first service provision is 14 days or less.
3. Median number of days between first assessment appointment and provision of first treatment plan driven service is 30 days (1 month) or less.

B. Data Reporting Elements

1. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics
 - a. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 - b. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 - c. Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks. This shall minimally include the CANS-SB and PSC-35 data.
 - d. Maintain sign-in sheets that include, but are not limited to race, ethnicity, age and gender.
 - e. Input prevention service information and data into a system identified by DBH no later than thirty (30) days from the date of service.
2. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
 - a. Within thirty (30) days of admission,
 - b. Every six (6) months, and
 - c. Within thirty (30) days of discharge.
 - d. Clarifications:
 - 1) A CANS-SB is not required at admission if the client does not meet the criteria for services **AND** there is deemed insufficient information to complete the CANS-SB accurately.
 - 2) In no case shall a period of more than six (6) months pass without completing a CAN-SB.
 - 3) A CANS-SB is not required at discharge if an Update CANS-SB was administered within the past thirty (30) days **AND** no significant change in the client's presentation has occurred.
3. Pediatric Symptom Checklist – 35: PSC-35 (parent/caregiver version) shall be requested/obtained from parent/guardians:
 - a. For children and youth from three (3) years of age to eighteen (18) years of age receiving early intervention services,
 - b. At the onset of services,
 - c. Every six (6) months, and
 - d. Upon discharge from services
4. Program Goals

- a. Provide services appropriate to needs based on functioning and cultural background.
 - b. Provide effective services that are continually reviewed and revised as needed.
 - c. Increase early access and linkage to medically necessary care and treatment
 - d. Improve timely access to services (PEI, Early Intervention [IE], and System of Care [SOC]) for underserved populations
 - e. Promote, design, and implement Programs in ways that reduce and circumvent stigma
 - f. Reduce prolonged suffering associated with untreated mental illness
5. Key Outcomes:
- a. Key Outcome related to service appropriateness:
 - 1) Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
 - b. Key Outcomes related to service effectiveness:
 - 1) Improved functioning
 - 2) Reduction in symptom distress.
 - 3) Improvement in work or school performance.
 - c. Key Outcomes related to increasing early access and linkage to medically necessary care and treatment:
 - 1) Connect children, adults and seniors with severe mental illness to care as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs
 - d. Key Outcomes related to improving timely access to services (PEI, EI, and SOC) for underserved populations:
 - 1) Increase extent to which individual or family from underserved population who need MH services because of risk or presence of a mental illness receives appropriate services as early in onset as practicable
 - e. Key Outcomes related to reduce prolonged suffering associated with untreated mental illness:
 - a. Prevention:
 - 1) Reduce risk factors
 - 2) Reduce indicators
 - 3) Increase protective factors that may lead to improved mental, emotional, and relational functioning
 - 4) Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DHCS. A copy of the plans of correction regarding deficiencies must be forwarded to DBH.
6. Provide the DBH Research and Evaluation Section (R&E) with important outcome

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information throughout the term of any contract awarded. R&E will notify the Contractor(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

7. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
8. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
 - a. A Contract provider, in collaboration with the schools, will be required to provide DBH with:
 - 1) Pre/post of behavior as status as reported by teacher, parent and/or student in a format approved by DBH.
 - 2) Pre/post development assets.
 - 3) Change in participant's school attendance.
 - 4) Change in participant's suspensions and referrals.
 - 5) Assessment tools for all participants (such as PEI Participant Survey), as directed by DBH.
 - b. A Contract provider is required to report outputs to DBH including but not limited to:
 - 1) Types of services provided
 - 2) Demographics
 - 3) Numbers served in each mode of service
 - 4) Number of sessions attended
 - 5) Completion rate
9. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). This will, at minimum, include the Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment (CANS) – San Bernardino (SB) and the Pediatric Symptom Checklist – 35 (PSC-35).
10. Contractor(s) will have access to CANS-SB trainings and documentation.
11. Submit monthly reports containing relevant data (statistical and anecdotal) with their monthly invoices for payment. The invoices and supporting data are due to DBH no later than thirty (30) days following the last day of the month of service. (Training for reporting will be provided by DBH upon contract award.)
12. Provide data reports to DBH on a monthly basis and a qualitative narrative report on a quarterly and annual basis, covering services implemented, in a format designed and approved by DBH Program Manager.
13. Meet with LEAs and DBH on a regular basis to measure effectiveness of the SAP program and take corrective measures when necessary.
14. In collaboration with LEAs, evaluate and provide DBH with:
 - a. Pre/post "behavior" status as reported by teacher, parent and/or student in a format approved by DBH
 - b. Pre/post of 22 of the 40 development assets in a format approved by DBH

- c. Change in participant school attendance in a format approved by DBH
 - d. Change in participant suspensions and referrals in a format approved by DBH
 - e. Assessment tools for all participants, as directed by DBH
15. Report outputs including, but not limited to:
- a. Types of services provided and where services occurred
 - b. Demographics of service population
 - c. Number of individuals served
 - d. Number of sessions attended
 - e. Program completion rate
 - f. Changes in behavior, knowledge, and/or skills as determined by DBH

**Description of Program Services
School-Aged Treatment Services**

Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal Specialty Mental Health Services

**Desert/Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
(760) 955-3555**

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

- B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in

the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Accordingly, the Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH cannot reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries with Medi-Cal funds, such services may be funded through the First 5 funds; however, it is the responsibility of the Contractor to monitor the availability of these additional funds.

II. DEFINITIONS

- A. **Best Practice Principles** – is defined as the underlying principles inherent in a "family centered model" that includes:
 - 1. The provision of community-based services and supports.
 - 2. Focusing on the family setting by partnering with families.
 - 3. A dyadic approach to treatment with the parent and child.
 - 4. Consumer-driven services that ensure access, voice, and choice for parents and children in the design, delivery, and evaluation of services.
 - 5. Drawing attention to family and child strengths in developing individualized Child and Family Service Plans.
 - 6. Providing individualized services and support to the unique needs of each child and family.
 - 7. Flexibility in location, time, planning, service response, and funding.
 - 8. Establishing community-wide collaboration in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
 - 9. Measurable accountability and outcome-driven individualized service plans.
 - 10. The provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths, and preferences. Here, the Contractor will provide DBH with fiscal year reports (Frequency and form to be provided by DBH on "Consumer Focus Groups" to improve accessibility to specialty mental health services by identifying and removing barriers to treatment.).
- B. **Centralized Children's Intensive Case Management Services (CCICMS)** – is the DBH unit that provides contract monitoring and assistance to specialty children's programs and contractors.
- C. **Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB)** – is defined as a tool, developed in collaboration with John Lyons, Ph.D.

and based upon CANS-Comprehensive Multisystem Assessment, which allows for communication and assessment of a child's functioning in a broad array of categories.

- D. Children and Family Services (CFS) – is the County department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child's health or welfare. CFS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
- E. Child and Family Team –is defined as a group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child & Family Team. The team is comprised of the child welfare worker, the youth and family, services providers and any other members as necessary and appropriate. No single individual, agency, or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members (<http://www.dhcs.ca.gov>).
- F. Child and Family Team Meeting (CFTM) – is defined as the formal meeting of the CFT. Intensive Home Based Services (IHBS) may only be authorized at a CFTM.
- G. Children and Youth Collaborative Services (CYCS) – is the primary centralized children's administration for DBH programs through which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children. CYCS is comprised of four (4) distinct coordinating service branches: CCICMS (Centralized Children's Intensive Case Management Services), Juvenile Court Behavioral Health Services (JCBHS), the Healthy Homes Program, and the mental health staffing at the Children's Assessment Center (CAC).
- H. Child-centered – is defined as a value of the Model of Care that demands all decisions are made in the best interest of the child.
- I. Community-Based – is defined as the concept of children and families receiving formal services, whenever possible, in the community where they live. This will enable them to live, learn, and grow safely, competently, and productively in their families, neighborhoods, and natural environment.
- J. Continuum of Care Reform (CCR) – is defined as the legislative modifications to the services available to Dependents under the authority of Child Welfare which includes modifications to authorization of guardians (i.e., Resource Family Authorization), expansion of required core services from Foster Family Agencies (FFAs), and transition from a Rate Classification Level (RCL) Group Home facilities to Short Term Residential Therapeutic Programs (STRTPs).
- K. Core Practice Model – is defined as a set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. CPM is further defined in the DHCS manual, Pathways to Mental Health Services Core Practice Model Guide (<http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf>). The Values and Principles of CPM are:

ADDENDUM II

1. Children are first and foremost protected from abuse and neglect, and maintained safely in their own home.
 2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
 3. Services are individualized and tailored to the strengths and needs of each child and family.
 4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
 5. Parent/Family voice, choice, and preference are assured throughout the process.
 6. Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.
 7. Services are culturally competent and respectful of the culture of children and their families.
 8. Services and supports are provided in the child and family's community.
 9. Children have permanency and stability in their living situation.
- L. Cost Effectiveness – is defined as achieving the desired goal with the minimum of expenditure.
- M. County Contract Rate – is defined as the County established maximum reimbursement rates for specialty mental health services provided by the San Bernardino County DBH Legal Entity Contractors.
- N. Cultural Relevance (Cultural Competency) – is defined as the acceptance and understanding of cultural mores, history, language, race, ethnicity and culture and their possible influence on the client's issues and/or behavior, that is, using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
- O. Department of Behavioral Health (DBH) – The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
- P. Department of Health Care Services (DHCS) – The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.
- Q. Dependents – is a general term to refer to children who have an open child welfare case. This population was historically, but less accurately, referred to as foster children.
- R. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal – is a federally-mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition,

services are generally acceptable for the purpose of correcting or ameliorating the mental disorder.

- S. Early Intervention Program – Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence.
- T. Family-Centered – is defined as the needs of children are addressed in the context of their families. Parents or other persons who are the primary or natural caregivers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able, and to the extent permitted by any outstanding orders of the court.
- U. Full-Time Equivalent (FTE) – is defined as the percentage of time a staff member works represented as a decimal. A full-time person is 1.00, a half-time person is 0.50 and a quarter-time person is 0.25.
- V. ICC Coordinator - An identified coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the Core Practice Model (CPM). Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (<http://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf>) for additional information. NOTE: The Facilitator may fulfill this role in conjunction with the facilitator role.
- W. Individualized Services and Supports Plan (ISSP) – is defined a flexible, creative approach to a plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency's safety concerns.
- X. Inland Regional Center (IRC) – is an agency, contracted through the California Department of Developmental Services, which provides services to qualifying children and adults diagnosed with autism, an intellectual disability, and/or cerebral palsy.
- Y. Mental Health Services – is defined as individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, collateral, medication support, therapy, rehabilitation, and plan development.
 - 1. Assessment – is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - 2. Collateral – is defined as a service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the child's/youth's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health

services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child's/youth's serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the child's/youth's client plan. The child/youth may or may not be present for this service activity.

3. **Crisis Intervention** – is defined as a quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
4. **Day Rehabilitation/Day Treatment** – A structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of individuals. Service activities may include but are not limited to assessment, plan development, therapy and rehabilitation, and collateral.
5. **Intensive Care Coordination (ICC)** – is defined as targeted case management services designed to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members ([http://www.dhcs.ca.gov/services/Documents/Medi-cal manual 9-22-16.pdf](http://www.dhcs.ca.gov/services/Documents/Medi-cal%20manual%209-22-16.pdf)) for additional information.
6. **Intensive Home Based Services (IHBS)** – is defined as services that includes intensive, individualized, strength-based, and needs-driven intervention activities that support the engagement and participation of the child/youth and significant others and help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS (EPSDT Medi-Cal) may only be provided to children and youth who meet the Katie A. Subclass criteria. IHBS (EPSDT Medi-Cal) must be authorized within a CFTM. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members ([http://www.dhcs.ca.gov/services/Documents/Medi-cal manual 9-22-16.pdf](http://www.dhcs.ca.gov/services/Documents/Medi-cal%20manual%209-22-16.pdf)) for additional information.
7. **Medication Support Services** – is defined as services that includes staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
 - a. Evaluation of the need for medication.
 - b. Evaluation of clinical effectiveness and side effects of medication.
 - c. Obtaining informed consent.

- d. Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).
 - e. Plan development related to the delivery of this service.
8. Plan Development – is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.
9. Rehabilitation – is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's/youth's or group of children's/youth's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- a. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - d. Medication education for family, support systems and involved others.
10. Targeted Case Management (TCM) – are defined as services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
11. Therapeutic Behavioral Services (TBS) – (Not included in SATS) are defined as one-to-one behavioral mental health services available to children/youth with serious emotional challenges who are under age 21 and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (full scope Medi-Cal). **These services will be accessed, if needed, by working with another DBH vendor who holds a TBS Program contract.**
12. Therapy – is defined as a service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
- Z. Medical Necessity – The client must meet criteria outlined in 1, 2, and 3 below to be eligible for services:
- 1. Be diagnosed by the Mental Health Provider (MHP) with at least one qualified diagnoses in the most current Diagnostic and Statistical Manual, Latest Edition, published by the American Psychiatric Association. Qualified diagnoses will be identified by DHCS and have a corresponding diagnostic code in the International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM). Please see Information Notice No. 16-051 from DHCS for details on qualifying diagnoses.

2. Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision 1 above:
 - a. A significant impairment in an important area of life functioning.
 - b. A probability of significant deterioration in an important area of life functioning.
 - c. Except as provided in Title 9, California Code of Regulations (CCR), Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.
3. Must meet each of the intervention criteria listed below:
 - a. The focus of the proposed intervention is to address the condition identified in b above.
 - b. The expectation is that the proposed intervention will:
 - 1) Significantly diminish the impairment, or
 - 2) Prevent significant deterioration in an important area of life functioning, or
 - 3) Except as provided in Title 9, CCR, Section 1830.210, allow the child to progress developmentally as individually appropriate.
 - c. The condition would not be responsive to physical health care based treatment.

When the requirements of this section are met, clients shall receive specialty mental health services for an included diagnosis, even if a diagnosis that is not included is also present.

- AA. Multidisciplinary Team (MDT) – A MDT brings representatives from County agencies together to work collaboratively.
1. Members of an MDT are united by the realization that child/youth and family issues have complex causes and a serious impact on society.
 2. Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team.
 3. Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.
- BB. Needs Driven Services – is defined as a treatment determined through the formal assessment of child/youth and family needs. Family expression of needs is a valuable component in this process.
- CC. Pediatric Symptoms Checklist - 35 – The PSC-35 is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for children and youth from three (3) years of age to eighteen (18) years of age.
- DD. Presumptive Transfer of Medi-Cal (AB 1299) – is defined as an Assembly Bill included in Welfare & Institutions Codes 14714 and 14717.1. Presumptive transfer of Medi-Cal occurs when a child or youth with an open child welfare case is placed outside of their County of Jurisdiction unless there has been a waiver of presumptive transfer completed. Vendors are expected to comply with the requirements of AB 1299 and work collaboratively with child welfare agencies from other counties as needed.

- EE. Promising Practices Standard – Activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
- FF. Resource Family – In accordance with the Continuum of Care Reform, families taking on the responsibility of caring for Dependents shall be approved through the Resource Family Approval process, which includes a specific amount of training and orientation. Resource Families will be replacing foster families as CCR is implemented.
- GG. SATS Target Population - is defined as school-aged children and youth (i.e., up to 21 years of age) who experience significant distress due to a mental health condition and meet medical necessity criteria. The target population for SATS is children and youth initially dealing with mental health issues (i.e., mild to moderate within spectrum of medical necessity) and those with established long term difficulties (i.e., severely emotionally disturbed). Target population is limited to full scope Medi-Cal Beneficiaries, but NOT limited to children and youth enrolled in public schools.
- HH. Satisfaction Survey - is defined as a survey designed to measure the child's/youth's, the family's, and/or the referring Department's overall satisfaction with the service rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.
- II. Seriously Emotionally Disturbed (SED) – SED children or adolescents" refers to minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms
- JJ. State Bill (SB) 785 – is legislation intended to facilitate the receipt of medically necessary specialty mental health services by a child or youth with Adoptions Assistance Program (AAP) or Kinship Guardianship Assistance Payment (KinGAP) Medi-Cal who is placed outside of their county of responsibility. The bill clarifies responsibility for treatment authorizations and transfers the responsibility for the provision of services to the host county while keeping the financial responsibility to authorize and pay for services with the county of origin.
- KK. Strength-based – is defined as the process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process.
- LL. Treatment Progress Report – A structured report indicating current status, progress in treatment, and expectation of future services.
- MM. Unduplicated – When reporting the number of unduplicated clients, an individual client is to be included in the number reported; that individual client shall only be included once for the year, no matter how many times the individual client returns for assistance during the year.
- NN. Welfare & Institutions Code (W & I Code) – A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to insure that the rights or physical,

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

III. SCHOOL-AGED TREATMENT SERVICES MISSIONS AND GOALS:

A. Overview

SATS is intended to provide access to mental health care to school-age children, making it extremely important for providers to cultivate strong working relationships with Local Education Areas (LEAs). Cooperation and collaboration with schools in respective service region(s) is crucial in order to provide services on local campuses (as permitted by LEAs) and for identifying additional school-based services for linkages within San Bernardino County. The target population for SATS is children and youth initially dealing with mental health issues (i.e., mild to moderate within spectrum of medical necessity) and those with established long term difficulties (i.e., severely emotionally disturbed). Target population is limited to full scope Medi-Cal Beneficiaries who are enrolled, or recently were enrolled, in the school district.

The EPSDT Medi-Cal Specialty Mental Health Services (SMHS) to be provided will minimally include the following: Assessment, Plan Development, Targeted Case Management, Intensive Care Coordination, Rehabilitation, and Therapy. Provision of these services should be done within an easily accessible location for school aged clients and must be available for all twelve months of the fiscal year.

Additionally, it is expected that in the provision of services to Dependents (aka, Foster Children) providers will adhere to the Core Practice Model; working in a highly collaborative manner and providing Intensive Care Coordination (ICC) as needed.

B. Program Objective

1. The overall objective School-Aged Treatment Services (SATS) is to restore or maintain functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency in school-age children who are Medi-Cal beneficiaries and have experienced significant impairment from mental health difficulties. Service priority should be given to unserved/underserved populations and children/youth that are dually diagnosed with co-occurring disorders. Additional service priorities are as follows:

- a. Children who are emotionally disturbed in the target populations.
- b. Children in foster homes referred for assessments by the regional DBH liaison to the Department of Children's Services.
- c. Children referred from DBH

2. The program objective is to:

- a. Provide services appropriate to needs based on functioning and cultural background.
- b. Provide effective services that are continually reviewed and revised as needed.

C. Values, Principles, Basic Tenets, and Philosophies of the Core Practice Model:

- 1. Children are first and foremost protected.
- 2. Services are needs driven, strength-based, and family focused.
- 3. Services are individualized.
- 4. SATS is a community-based effort.
- 5. Services are delivered through a multi-agency collaborative approach.

6. Parent/Family voice, choice, and preference.
7. Services incorporate a blend of formal and informal resources.
8. Services are culturally competent and respectful of the culture of children
9. Services and supports are provided in the child and family's community.
10. Children have permanency and stability in their living situation.

IV. PERSONS TO BE SERVED (TARGET POPULATION)

Contractor will provide EPSDT Medi-Cal SMHS to San Bernardino County school-aged children and youth who (i.e., up to 21 years of age) who are experiencing significant distress due to a mental health condition and meet medical necessity criteria.

- A. The target population for SATS is children and youth initially dealing with mental health issues and those with established long term difficulties. Target population is limited to full scope Medi-Cal Beneficiaries, but NOT limited to children and youth enrolled in public schools. The target population comprises seriously emotionally disturbed children, adolescents, and transitional age youth who meet Early Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal criteria. The objective of School-Aged Treatment Services (SATS) is to restore or maintain functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency in school-age children who are Medi-Cal beneficiaries and have experienced significant impairment from mental health difficulties. Service priority should be given to unserved/underserved populations and children/youth that are dually-diagnosed with co-occurring disorders. Additional service priorities are as follows:
 1. Children who are seriously emotionally disturbed
 2. Dependents and Wards referred for assessments by the regional DBH liaison
 3. Children referred from DBH
- B. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (e.g., English and Spanish) for distribution to the community.
- C. It is further expected that the client population will be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

V. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

EPSDT is a federally mandated Medi-Cal plan requiring states to provide screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of twenty-one (21). The intent of the program is to extend Medi-Cal coverage to children and youth to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found." Thus, the Contractor will be expected to provide a full-range of services that are tailored to meet the respective target population in each geographic area to be served by the Contractor.

SATS programs are an essential part of the continuum of care, as they provide a link between school-age children/youth and appropriate mental health services. An essential aspect of SATS is close collaboration with other programs for provision of appropriate services.

- A. Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements of learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired results/personal milestones, and minimum guidelines for the provision of coordinated services under the rehabilitation and

targeted case management options are set forth below. Not all the activities need to be provided for a service to be billable.

1. Assessment is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. Crisis Intervention is a quick emergency response service enabling the individual, his or her family, support system and/or involved others to cope with a crisis, while maintaining the child's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
3. Collateral is contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy, which is provided on behalf of the individual, is considered collateral.
4. Intensive Care Coordination (ICC) is within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management. ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

- a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT);
- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving

systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;

- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM);
- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: ICC was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, ICC is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

Contractor must provide ICC for all children with an open child welfare case who meet the criteria for the 'Subclass' at least once every ninety (90) days, as this is the least frequent level of coordination needed for this population.

ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

5. Intensive Home Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services. IHBS was developed to be provided within the context of the Core Practice Model and requires the provision of ICC to ensure a participatory CFT. IHBS may be provided to all EPSDT Medi-Cal Beneficiaries in need of this service; however, IHBS still requires the provision of ICC and a CFT to ensure a participatory coordination of services. Activities coded as IHBS may include interventions such as:
 - a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;
 - b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;

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- c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;
 - d. Improvement of self-management of symptoms, including self-administration of medications as appropriate;
 - e. Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms;
 - f. Support of the development, maintenance and use of social networks including the use of natural and community resources;
 - g. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
 - h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and
 - i. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.
6. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness. This service includes:
- a. Evaluation of the need for medication;
 - b. Evaluation of clinical effectiveness and side effects of medication;
 - c. Obtaining informed consent;
 - d. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons); and
 - e. Plan development related to the delivery of this service.
7. Plan Development is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress
8. Rehabilitation is a service activity that may include, but is not limited to, assistance in improving, maintaining or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, social skills, grooming, medication compliance, and support resources.
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - d. Medication education for family, support systems and involved others.
9. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other needed community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to

service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support systems and may be provided anywhere in the community.

10. Therapeutic Behavioral Services (TBS) is not included as service that will be provided within the SATS program, but should be understood and accessed through other DBH providers as warranted.
11. Therapy is defined as a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child or a group of children, and may include family therapy at which the child is present.

B. Provider Adequacy

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

**C. DBH is emphasizing EPSDT mental health services to the unserved and underserved children
Overall Service Requirements**

1. Contractor will have primary responsibility to provide the full range of mental health services to children/youth that live within the Contractor's service area(s), including crisis and emergency services.
2. Accept referrals directly from DBH and other child serving agencies
3. Maintain a system/protocol to address crisis and emergency situation, 24 hours a day – seven days a week, to meet the needs of the child/youth/family.
4. Develop, coordinate and provide formal therapeutic treatment services based on assessments and treatment recommendations.
5. Develop a system to screen and prioritize clients awaiting treatment and those in treatment, to ensure availability of service to the most severely ill.
6. Provide services in a culturally competent manner by recruiting, hiring, training and maintaining staff that provide culturally appropriate services to diverse populations.
7. Maintain a clear audit trail between school-aged treatment services and the provision of other specialty mental health services.

8. Establish a plan to deal with a crisis involving the client, family members and treatment team.
9. Ensure there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
10. Maintain ongoing communication with the DBH Program Manager and make all policies and procedures (administrative and service-related) available to the Program Manager on a regular basis.
11. Contractor's Director or designee must attend regional meetings as scheduled.
12. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (English and Spanish) for distribution to the community.
13. Contractor's Director or designee must attend regional meetings as scheduled.

D. Coordination of Care

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.)]

VI. BILLING UNIT

The billing unit for mental health services is staff time, based on minutes of time.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

VII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

Locations are subject to prior approval by DBH. Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another office location.
- B. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty days prior to a change of ownership or a change of address. DBH will request a new provider number from the State.
- C. The main clinic office must be open forty (40) hours per week and offer mental health services during some evening and/or weekend hours as part of the forty hour week in which the Contractor provides treatment. The clinic office schedule must be approved by the DBH Program Manager.
- D. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.
- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have program pamphlets identifying the clinic and its services, both in English and Spanish, for distribution in the community.
- G. Contractor must maintain a location that is both appropriate for the geographic area to be served and must be accessible to public transportation.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VIII. STAFFING

All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All clinical treatment staff providing services with DBH funding shall be licensed or waived by viable internship by the State.

- A. Contract must ensure requirements for all staff members are met including, but not limited to:
 - 1. **Background checks and Criminal Record Reviews any other required clearances, etc.**-The Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. The Contractor will notify the County immediately of loss or suspension of any such licenses and permit

2. **Department of Justice (DOJ) Clearance/Live Scan-**The Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
 3. **Health and Safety-**The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
 4. **Licensure and Certification Requirements-**Pre-licensed, licensed, pre-certified, and certified staff should have appropriate educational background and experience to work with target population. Early intervention services must be provided by registered pre-licensed, or licensed staff.
 5. **Professional Development and Staff Training Requirements-**Staff should have an appropriate background and training for working with the target population of children and families. Ensure staff attend County provided orientation and/or training including cultural competency training to assure equal access and opportunity for services, and to improve service delivery. Staff to attend SAP training and annual Southern Region Student Wellness Conference as appropriate, as well as training requirements articulated in the Cultural Competency Plan.
 6. **Tuberculosis (TB) Testing-** The Contractor will ensure that staff employed under this contract be screened for Tuberculosis via a skin or blood test.
- B. All treatment staff shall work within their scope of practice as defined by DBH or their license type; psychotherapists must be licensed or waived by the State. Treatment professionals should be primarily comprised of professionals trained in working with children/youth with mental health needs.
 - C. Personnel shall possess appropriate licenses and certificates, and be qualified in accordance with applicable statutes and regulations. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct operations. In addition, the Contractor will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Contractors' employees.
 - D. Staff Training Plan – Contractor shall provide training for staff on an ongoing basis, including cultural competency training that addresses service delivery to diverse children and their families as required in the Performance Article. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis.
 - E. Resources must be sought to continuously obtain the necessary linguistic and/or translation capabilities necessary to serve the applicable population.
 - F. Staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment and/or transition.

- G. Provide continual services with at least the number and classification of staff required for the provision of services.
- H. Serve as a positive role model and assist the children/youth in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.
- I. Participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continued client needs.
- J. Program must include bilingual staff, English and Spanish speaking, as the community and/or client/family population needs warrant.
- K. Staffing should be comprised of personnel with the appropriate background and education to establish and maintain effective treatment services. Personnel must also be culturally proficient to deliver services in a manner most appropriate to the target population. Staff should include the following positions, or equivalent to the following:
 1. **Program Manager** who possesses a clinical background, but is not required to be actively licensed in their clinical profession. Primary responsibilities of the manager include: ensuring compliance of all contract provisions, overseeing the allocation of program resources, and effectively engaging/collaborating with all involved agencies.
 2. **Clinic Supervisor** who is responsible for supervision of the program and is a licensed clinical professional [Licensed Psychologist (LP), Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT)]. The supervisor must possess experience developing behavioral treatment plans and working with emotionally and behaviorally disturbed children/youth and their families/care givers. Mental Health Services may include a variety of activities which support the child's/youth's residential placement or transition to the least restrictive level of community care and may also be provided by pre-licensed psychologist, clinical social worker and/or marriage and family therapist under the supervision of the Clinic Supervisor.
 3. **Clinical Therapist** who is a licensed, registered, or waived by the State, clinical professional (Clinical Psychologist, LCSW, LMFTM, MSW Intern and MSW). Within the scope of licensure, this position will provide psychotherapy, psychotherapeutic treatment and counseling for clients exhibiting a variety of mental health and related disorders.
 4. **Behavioral Health Specialist** who assists in the development and implementation of treatment plans including leading activity groups and providing rehabilitation/supportive counseling; develops and maintains community networks and educational programs; provides social services such as client advocacy and placement for both prospective and current client; and performs other related work as required.
 5. **Peer and Family Advocates** who are mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. Duties performed include: conducting various types of support groups, classes, wellness and recovery, and recreational activities to promote mental health services; access and distribute educational information to the public; utilize a computer and various programs

to maintain files, records, and basic statistics on program activities, participation, and attendance.

6. **Volunteer** This position is not required for the program; however, it may be included. Volunteers are unpaid, unlicensed staff that provides informal supports. Volunteers must still comply with the County's trainings as appropriate, including HIPAA training, before rendering any service.

IX. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- B. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be field-based in the natural settings of the child and parent and access will be available 24 hours per day through answering system and paging system.
- C. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan (i.e., must be available during the times that services are accessible by consumers based on program requirements).
- D. Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.
- E. Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- F. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- G. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
 1. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 2. Contractor has the primary responsibility to provide the full range of mental health services, as specified within this addendum, to clients referred to Contractor.
 3. The Contractor shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s) as defined in this Addendum. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population.
 4. Summary copies of internal peer review conducted must be forwarded to DBH upon request.

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- H. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- I. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- J. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- K. Contractor shall make available to the DBH Program Manager, or designee, copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- L. Contractor's Director or designee must attend regional meetings as scheduled.
- M. Medication Storage Requirements (If Applicable)
Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
 - 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
 - 2. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.
 - 3. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - 4. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - 5. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.
 - 6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.
 - 7. Policies and procedures are in place for dispensing, administering and storing medications.
- N. Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.
- O. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- P. Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until Contractor is in full compliance.

- Q. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DHCS. A copy of the plans of correction regarding deficiencies must be forwarded to DBH.
- R. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
- S. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
- T. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). This will – at minimum – include the Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment (CANS) – San Bernardino.
- U. Contractor(s) will have free access to CANS-SB trainings and documentation. Contractors will be required to enter CANS-SB data directly into Objective Arts on a weekly basis, or provide data for the CANS-SB in a compatible format weekly.
- V. Complete and submit monthly status report to DBH Program Manager or designee, containing all requested information, by the 5th of each month.
- W. Contractor shall submit additional reports as required by DBH.

X. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to Contractor in regard to Short-Doyle/EPSTD Medi-Cal requirements, as well as charting and Utilization Review requirements.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

XI. SPECIAL PROVISIONS

- A. A review of productivity of Contractor shall be conducted periodically.
- B. The Contractor and DBH will work jointly to monitor outcome measures.
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of SATs.
- D. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Contractor must start providing assessment and treatment services as soon as possible, but no later than one hundred twenty (120) days from the contract start date.
- F. Contractor must obtain Medi-Cal certification in order to bill EPSTD Medi-Cal for services provided to Medi-Cal eligible children/youth. If Contractor is not Medi-Cal certified at the time that the contract is awarded, Contractor must submit Medi-Cal certification paperwork to the DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within one hundred twenty (120) days from the contract start date may result in contract termination.

- G. Contractor must pay a onetime-annual charge to support utilization of an outside database (Objective Arts) for the purpose of gathering outcome information. This service will be a subscription with cost reflecting the combination of the anticipated number of unduplicated clients served by a Contractor and the duration of treatment per episode. The annual fee will be a percentage of the total contract and will be due to DBH by the end of the fifth (5th) month of each fiscal year (November). Maximum cost for this service is 0.26% of the awarded contract amount of SATS amount.
- H. Contractor(s) must be available to initiate services with new clients during all twelve (12) months of the fiscal year; waiting lists are not permitted. (This requirement takes effect immediately after Contractor is Medi-Cal certified to provide services within the 120 day requirement during beginning of contract term.) Notification to DBH that a Contractor is unable to initiate any more services during a fiscal year will result in monthly contract management meetings for the remainder of the fiscal year and the following fiscal year, until DBH Program Manager is satisfied that fiscal resources are being allocated in such a way that the Contractor is able to initiate services to new clients during any of the remaining months of the applicable fiscal year.
- I. County will only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the Senate Bill (SB) 785 Out of County Placements process and/or the Assembly Bill (AB) 1299 Presumptive Transfer process. Both AB 1299 and SB785 procedures need to be followed by Contractor in order for reimbursement to occur. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures:
 - 1. Median number of business days between the initial contact or referral and first attempted contact of family is two or less.
 - 2. Median number of calendar days between first contact and first service provision is 14 days or less.
 - 3. Median number of days between first assessment appointment and provision of first treatment plan driven service is 30 days (1 month) or less.
 - 4. SATS vendors will provide services within a range of intensities (e.g., 1x/wk to 1x/mo). Within this range it is expected that least 20% of the children and youth served receive low intensity services (i.e., 2x/mo or less). It is also expected that SATS programs will provide more intensive services (e.g., 2x/wk) if needed; however, a referral to a more intensive program may be appropriate if this higher intensity is needed.
- B. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:
 - 1. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 - 2. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 - 3. Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks. This shall minimally include the CANS-SB and PSC-35

data.

- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
 - 1. Within thirty (30) days of admission,
 - 2. Every six (6) months, and
 - 3. Within thirty (30) days of discharge.
 - 4. Clarifications:
 - a. A CANS-SB is not required at admission if the client does not meet the criteria for services **AND** there is deemed insufficient information to complete the CANS-SB accurately.
 - b. In no case shall a period of more than six (6) months pass without completing a CANS-SB.
 - c. A CANS-SB is not required at discharge if a six (6) month (i.e., Update) CANS-SB, was administered within the past thirty (30) days **AND** no significant change in the client’s presentation has occurred.

- D. Pediatric Symptom Checklist – 35: PSC-35 (parent/caregiver version) shall be requested/obtained from parent/guardians:
 - 1. For children and youth from three (3) years of age to eighteen (18) years of age receiving early intervention services,
 - 2. At the onset of services,
 - 3. Every six (6) months, and
 - 4. Upon discharge from services

- E. Program Goals:
 - 1. Provide services appropriate to needs based on functioning and cultural background.
 - 2. Provide effective services that are continually reviewed and revised as needed.

- F. Key Outcomes:
 - 1. Key Outcome related to service appropriateness:
 - a. Services match the individual consumer’s needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
 - 2. Key Outcomes related to service effectiveness:
 - a. Improved functioning
 - b. Reduction in symptom distress.
 - c. Improvement in work or school performance.

- G. Provide the DBH Research and Evaluation Section (R&E) with important outcome information throughout the term of any contract awarded. R&E will notify the Agency(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- H. Participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (e.g., Audits, Annual Program Review, contract monitor site reviews, or a review of a special incident).

**Description of Program Services
Children's Intensive Services**

Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal Specialty Mental Health Services

**Desert/Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
(760) 955-3555**

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

- B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in

the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Accordingly, the Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH cannot reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries with Medi-Cal funds; however, it is the responsibility of the Contractor to monitor the availability of these funds

II. DEFINITIONS

- A. Best Practice Principles – is defined as the underlying principles inherent in a "family centered model" that includes:
 - 1. The provision of community-based services and supports.
 - 2. Focusing on the family setting by partnering with families.
 - 3. A dyadic approach to treatment with the parent and child.
 - 4. Consumer-driven services that ensure access, voice, and choice for parents and children in the design, delivery, and evaluation of services.
 - 5. Drawing attention to family and child strengths in developing individualized Child and Family Service Plans.
 - 6. Providing individualized services and support to the unique needs of each child and family.
 - 7. Flexibility in location, time, planning, service response, and funding.
 - 8. Establishing community-wide collaboration in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
 - 9. Measurable accountability and outcome-driven individualized service plans.
 - 10. The provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths, and preferences. Here, the Contractor will provide DBH with fiscal year reports (Frequency and form to be provided by DBH on "Consumer Focus Groups" to improve accessibility to specialty mental health services by identifying and removing barriers to treatment.).
- B. Centralized Children's Intensive Case Management Services (CCICMS) – is the DBH unit that provides contract monitoring and assistance to specialty children's programs and contractors.
- C. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) – is defined as a tool, developed in collaboration with John Lyons, Ph.D. and based upon CANS-Comprehensive Multisystem Assessment, which allows for communication and assessment of a child's functioning in a broad array of categories.

- D. Children and Family Services (CFS) – is the County department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County’s children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child’s health or welfare. CFS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
- E. Child and Family Team –is defined as a group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child & Family Team. The team is comprised of the child welfare worker, the youth and family, services providers and any other members as necessary and appropriate. No single individual, agency, or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members (<http://www.dhcs.ca.gov>).
- F. Child and Family Team Meeting (CFTM) – is defined as the formal meeting of the CFT. Intensive Home Based Services (IHBS) may only be authorized at a CFTM.
- G. Children and Youth Collaborative Services (CYCS) – is the primary centralized children’s administration for DBH programs through which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children. CYCS is comprised of four (4) distinct coordinating service branches: CCICMS (Centralized Children’s Intensive Case Management Services), Juvenile Court Behavioral Health Services (JCBHS), the Healthy Homes Program, and the mental health staffing at the Children’s Assessment Center (CAC).
- H. Child-centered – is defined as a value of the Model of Care that demands all decisions are made in the best interest of the child.
- I. Community-Based – is defined as the concept of children and families receiving formal services, whenever possible, in the community where they live. This will enable them to live, learn, and grow safely, competently, and productively in their families, neighborhoods, and natural environment.
- J. Continuum of Care Reform (CCR) – is defined as the legislative modifications to the services available to Dependents under the authority of Child Welfare which includes modifications to authorization of guardians (i.e., Resource Family Authorization), expansion of required core services from Foster Family Agencies (FFAs), and transition from a Rate Classification Level (RCL) Group Home facilities to Short Term Residential Therapeutic Programs (STRTPs).
- K. Core Practice Model – is defined as a set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. CPM is further defined in the DHCS manual, Pathways to Mental Health Services Core Practice Model Guide (<http://www.childsworld.ca.gov/res/pdf/CorePracticeModelGuide.pdf>). The Values and Principles of CPM are:
 - 1. Children are first and foremost protected from abuse and neglect, and maintained safely in their own home.

2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
 3. Services are individualized and tailored to the strengths and needs of each child and family.
 4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
 5. Parent/Family voice, choice, and preference are assured throughout the process.
 6. Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.
 7. Services are culturally competent and respectful of the culture of children and their families.
 8. Services and supports are provided in the child and family's community.
 9. Children have permanency and stability in their living situation.
- L. Cost Effectiveness – is defined as achieving the desired goal with the minimum of expenditure.
- M. County Contract Rate – is defined as the County established maximum reimbursement rates for specialty mental health services provided by the San Bernardino County DBH Legal Entity Contractors.
- N. Cultural Relevance (Cultural Competency) – is defined as the acceptance and understanding of cultural mores, history, language, race, ethnicity and culture and their possible influence on the client's issues and/or behavior, that is, using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
- O. Department of Behavioral Health (DBH) – The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
- P. Department of Health Care Services (DHCS) – The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.
- Q. Dependents – is a general term to refer to children who have an open child welfare case. This population was historically, but less accurately, referred to as foster children.
- R. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal – is a federally-mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder.

- S. Early Intervention Program – Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence.
- T. Family-Centered – is defined as the needs of children are addressed in the context of their families. Parents or other persons who are the primary or natural caregivers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able, and to the extent permitted by any outstanding orders of the court.
- U. Full-Time Equivalent (FTE) – is defined as the percentage of time a staff member works represented as a decimal. A full-time person is 1.00, a half-time person is 0.50 and a quarter-time person is 0.25.
- V. ICC Coordinator - An identified coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth’s assessment and plan addresses the child/youth’s needs and strengths in the context of the values and philosophy of the Core Practice Model (CPM). Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (<http://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf>) for additional information. NOTE: The Facilitator may fulfill this role in conjunction with the facilitator role.
- W. Individualized Services and Supports Plan (ISSP) – is defined a flexible, creative approach to a plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency’s safety concerns.
- X. Inland Regional Center (IRC) – is an agency, contracted through the California Department of Developmental Services, which provides services to qualifying children and adults diagnosed with autism, an intellectual disability, and/or cerebral palsy.
- Y. Mental Health Services – is defined as individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, collateral, medication support, therapy, rehabilitation, and plan development.
1. Assessment – is defined as a service activity designed to evaluate the current status of a child’s mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child’s clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
 2. Collateral – is defined as a service activity to a *Significant Support Person* in a child’s life for the purpose of meeting the needs of the child in terms of achieving the goals of the child’s/youth’s client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child’s/youth’s serious emotional disturbance; and

family counseling with significant support person(s) in achieving the goals of the child's/youth's client plan. The child/youth may or may not be present for this service activity.

3. **Crisis Intervention** – is defined as a quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
4. **Day Rehabilitation/Day Treatment** – A structured program of rehabilitation and therapy to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development, which provides services to a distinct group of individuals. Service activities may include but are not limited to assessment, plan development, therapy and rehabilitation, and collateral.
5. **Intensive Care Coordination (ICC)** – is defined as targeted case management services designed to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (http://www.dhcs.ca.gov/services/Documents/Medi-cal_manual_9-22-16.pdf) for additional information.
6. **Intensive Home Based Services (IHBS)** – is defined as services that includes intensive, individualized, strength-based, and needs-driven intervention activities that support the engagement and participation of the child/youth and significant others and help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS (EPSDT Medi-Cal) may only be provided to children and youth who meet the Katie A. Subclass criteria. IHBS (EPSDT Medi-Cal) must be authorized within a CFTM. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (http://www.dhcs.ca.gov/services/Documents/Medi-cal_manual_9-22-16.pdf) for additional information.
7. **Medication Support Services** – is defined as services that includes staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
 - a. Evaluation of the need for medication.
 - b. Evaluation of clinical effectiveness and side effects of medication.
 - c. Obtaining informed consent.
 - d. Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).

- e. Plan development related to the delivery of this service.
- 8. Plan Development – is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.
- 9. Rehabilitation – is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's/youth's or group of children's/youth's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - a. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - d. Medication education for family, support systems and involved others.
- 10. Targeted Case Management (TCM) – are defined as services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
- 11. Therapeutic Behavioral Services (TBS) – (Not included in CIS) are defined as one-to-one behavioral mental health services available to children/youth with serious emotional challenges who are under age 21 and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (full scope Medi-Cal). **These services will be accessed, if needed, by working with another DBH vendor who holds a TBS Program contract.**
- 12. Therapy – is defined as a service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
- Z. Medical Necessity – The client must meet criteria outlined in 1, 2, and 3 below to be eligible for services:
 - 1. Be diagnosed by the Mental Health Provider (MHP) with at least one qualified diagnoses in the most current Diagnostic and Statistical Manual, Latest Edition, published by the American Psychiatric Association. Qualified diagnoses will be identified by DHCS and have a corresponding diagnostic code in the International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM). Please see Information Notice No. 16-051 from DHCS for details on qualifying diagnoses.
 - 2. Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision 1 above:

- a. A significant impairment in an important area of life functioning.
 - b. A probability of significant deterioration in an important area of life functioning.
 - c. Except as provided in Title 9, California Code of Regulations (CCR), Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.
3. Must meet each of the intervention criteria listed below:
- a. The focus of the proposed intervention is to address the condition identified in b above.
 - b. The expectation is that the proposed intervention will:
 - 1) Significantly diminish the impairment, or
 - 2) Prevent significant deterioration in an important area of life functioning, or
 - 3) Except as provided in Title 9, CCR, Section 1830.210, allow the child to progress developmentally as individually appropriate.
 - c. The condition would not be responsive to physical health care based treatment.

When the requirements of this section are met, clients shall receive specialty mental health services for an included diagnosis, even if a diagnosis that is not included is also present.

- AA. Multidisciplinary Team (MDT) – A MDT brings representatives from County agencies together to work collaboratively.
- 1. Members of an MDT are united by the realization that child/youth and family issues have complex causes and a serious impact on society.
 - 2. Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team.
 - 3. Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.
- BB. Needs Driven Services – is defined as a treatment determined through the formal assessment of child/youth and family needs. Family expression of needs is a valuable component in this process.
- CC. Pediatric Symptoms Checklist - 35 – The PSC-35 is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for children and youth from three (3) years of age to eighteen (18) years of age.
- DD. Presumptive Transfer of Medi-Cal (AB 1299) – is defined as an Assembly Bill included in Welfare & Institutions Codes 14714 and 14717.1. Presumptive transfer of Medi-Cal occurs when a child or youth with an open child welfare case is placed outside of their County of Jurisdiction unless there has been a waiver of presumptive transfer completed. Vendors are expected to comply with the requirements of AB 1299 and work collaboratively with child welfare agencies from other counties as needed.
- EE. Promising Practices Standard – Activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but

the research does not meet standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.

- FF. Resource Family – In accordance with the Continuum of Care Reform, families taking on the responsibility of caring for Dependents shall be approved through the Resource Family Approval process, which includes a specific amount of training and orientation. Resource Families will be replacing foster families as CCR is implemented.
- GG. CIS Target Population - is defined as EPSDT Medi-Cal beneficiaries, aged zero to 21 years of age who: experience significant distress due to a mental health condition; meet medical necessity criteria; are at risk of being committed to a psychiatric institute; have been discharge from an acute psychiatric hospital; and/or have been referred by DBH for more intensive serviced needed to ameliorate mental health concerns and/or prevent higher levels of care (e.g., residential placement).
- HH. Satisfaction Survey - is defined as a survey designed to measure the child's/youth's, the family's, and/or the referring Department's overall satisfaction with the service rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.
- II. Seriously Emotionally Disturbed (SED) – SED children or adolescents" refers to minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms
- JJ. State Bill (SB) 785 – is legislation intended to facilitate the receipt of medically necessary specialty mental health services by a child or youth with Adoptions Assistance Program (AAP) or Kinship Guardianship Assistance Payment (KinGAP) Medi-Cal who is placed outside of their county of responsibility. The bill clarifies responsibility for treatment authorizations and transfers the responsibility for the provision of services to the host county while keeping the financial responsibility to authorize and pay for services with the county of origin.
- KK. Strength-based – is defined as the process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process.
- LL. Treatment Progress Report – A structured report indicating current status, progress in treatment, and expectation of future services.
- MM. Unduplicated – When reporting the number of unduplicated clients, an individual client is to be included in the number reported; that individual client shall only be included once for the year, no matter how many times the individual client returns for assistance during the year.
- NN. Welfare & Institutions Code (W & I Code) – A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to insure that the rights or physical, mental, or moral welfare of children are not violated or threatened by their present circumstances or environment.

III. CHILDREN'S INTENSIVE SERVICES MISSIONS AND GOALS:

A. Overview

CIS are intended to provide rapid responses to acute needs and provide intensive in-home services to children/youth/TAY (i.e., up to 21 years of age) who experience severe distress due to a mental health condition and meet medical necessity criteria. Specifically, children and youth (under 21 years of age) as defined as, but not limited to: (1) being at risk of involuntary commitment under the Welfare and Institutions Code 5150/5585; (2) recent discharges from Fee for Service (FFS) psychiatric hospitals; and (3) children and youth referred through DBH who are perceived as needing more intensive services in order to ameliorate mental health concerns or prevent higher levels of care (e.g., residential). All children and youth served will meet EPSDT Medi-Cal "Medical Necessity" for the level of care provided.

The EPSDT Medi-Cal Specialty Mental Health Services (SMHS) to be provided will minimally include the following: Assessment, Plan Development, Targeted Case Management, Intensive Care Coordination, Rehabilitation, Intensive Home Based Services (IHBS), and Therapy. Provision of these services should be done within an easily accessible location and include home based and community based services. Services must be available for all twelve months of the fiscal year.

Additionally, it is expected that in the provision of services to Dependents (aka, Foster Children) providers will adhere to the Core Practice Model; working in a highly collaborative manner and providing Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS) as needed.

B. Program Objective

1. The overall objective Children's Intensive Services (CIS) is to restore or maintain functioning consistent with the requirements for avoiding a higher level of care (e.g., hospitalization) and for learning, development, independent living and enhanced self-sufficiency in EPSDT Medi-Cal beneficiaries and have experienced very significant impairment from mental health difficulties. Service priority should be given to unserved/underserved populations and children/youth that are dually diagnosed with co-occurring disorders. Additional service priorities are as follows:
 - a. Children who are emotionally disturbed in the target populations.
 - b. Children in foster homes referred for assessments by the regional DBH liaison to the Department of Children's Services.
 - c. Children referred from DBH
2. The program objective is to:
 - a. Provide services appropriate to needs based on functioning and cultural background.
 - b. Provide effective services that are continually reviewed and revised as needed.

C. Values, Principles, Basic Tenets, and Philosophies of the Core Practice Model:

1. Children are first and foremost protected.
2. Services are needs driven, strength-based, and family focused.
3. Services are individualized.
4. CIS is a community-based effort.
5. Services are delivered through a multi-agency collaborative approach.
6. Parent/Family voice, choice, and preference.

7. Services incorporate a blend of formal and informal resources.
8. Services are culturally competent and respectful of the culture of children
9. Services and supports are provided in the child and family's community.
10. Children have permanency and stability in their living situation.

IV. **PERSONS TO BE SERVED (TARGET POPULATION)**

Contractor will provide EPSDT Medi-Cal SMHS to EPSDT Medi-Cal beneficiaries (i.e., up to 21 years of age) who: experience significant distress due to a mental health condition; meet medical necessity criteria; are at risk of being committed to a psychiatric institute; have been discharge from an acute psychiatric hospital; and/or have been referred by DBH for more intensive serviced needed to ameliorate mental health concerns and/or prevent higher levels of care (e.g., residential placement).

- A. The target population for CIS is children and youth dealing with very significant mental health issues causing acute distress, preventing age appropriate development, and placing the child at risk for needing a higher level of care (e.g., hospitalization). Target population is limited to full scope Medi-Cal Beneficiaries. The target population comprises seriously emotionally disturbed children, adolescents, and transitional age youth who meet Early Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal criteria. The objective of Children's Intensive Services (CIS) is to restore functioning consistent with the requirements for preventing higher levels of care and enabling the child or youth to participate in ongoing SMHS which will facilitate learning, development, independent living and enhanced self-sufficiency. Service priority should be given to unserved/underserved populations and children/youth that are dually-diagnosed with co-occurring disorders. Additional service priorities are as follows:
 1. Children who are seriously emotionally disturbed
 2. Dependents and Wards referred for assessments by the regional DBH liaison
 3. Children referred from DBH
- B. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (e.g., English and Spanish) for distribution to the community.
- C. It is further expected that the client population will be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

V. **DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED**

EPSDT is a federally mandated Medi-Cal plan requiring states to provide screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of twenty-one (21). The intent of the program is to extend Medi-Cal coverage to children and youth to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found." Thus, the Contractor will be expected to provide a full-range of services that are tailored to meet the respective target population in each geographic area to be served by the Contractor.

CIS programs are an essential part of the continuum of care, as they provide a rapid and effective response to urgent needs. Additionally, CIS serves as a link between appropriate outpatient mental health services and acute crisis, hospital, and/or residential services. An essential aspect of CIS is close collaboration with other programs for provision of appropriate services.

- A. Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements of learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired results/personal milestones, and

minimum guidelines for the provision of coordinated services under the rehabilitation and targeted case management options are set forth below. Not all the activities need to be provided for a service to be billable.

1. Assessment is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. Crisis Intervention is a quick emergency response service enabling the individual, his or her family, support system and/or involved others to cope with a crisis, while maintaining the child's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
3. Collateral is contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy, which is provided on behalf of the individual, is considered collateral.
4. Intensive Care Coordination (ICC) is within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.
ICC is similar to the activities provided through Targeted Case Management. ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

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

- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;
- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM);
- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: ICC was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, ICC is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

Contractor must provide ICC for all children with an open child welfare case who meet the criteria for the 'Subclass' at least once every ninety (90) days, as this is the least frequent level of coordination needed for this population.

ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

- 5. Intensive Home Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services. IHBS was developed to be provided within the context of the Core Practice Model and requires the provision of ICC to ensure a participatory CFT. IHBS may be provided to all EPSDT Medi-Cal Beneficiaries in need of this service; however, IHBS still requires the provision of ICC and a CFT to ensure a participatory coordination of services. Activities coded as IHBS may include interventions such as:
 - a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;
 - b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional

- behavior that interferes with daily living tasks or the avoidance of exploitation by others;
- c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;
 - d. Improvement of self-management of symptoms, including self-administration of medications as appropriate;
 - e. Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms;
 - f. Support of the development, maintenance and use of social networks including the use of natural and community resources;
 - g. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
 - h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and
 - i. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.
6. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness. This service includes:
- a. Evaluation of the need for medication;
 - b. Evaluation of clinical effectiveness and side effects of medication;
 - c. Obtaining informed consent;
 - d. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons); and
 - e. Plan development related to the delivery of this service.
7. Plan Development is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress
8. Rehabilitation is a service activity that may include, but is not limited to, assistance in improving, maintaining or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, social skills, grooming, medication compliance, and support resources.
 - b. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - d. Medication education for family, support systems and involved others.
9. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other needed community

services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support systems and may be provided anywhere in the community.

10. Therapeutic Behavioral Services (TBS) is not included as service that will be provided within the CIS program, but should be understood and accessed through other DBH providers as warranted.
11. Therapy is defined as a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child or a group of children, and may include family therapy at which the child is present.

B. Provider Adequacy

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

C. Program Phases

1. **Intensive Treatment Phase**
 - a. Completion of assessment as quickly as feasible.
 - b. Initial treatment plan will be completed and implemented within 1-2 weeks of admission.
 - c. Not including the first two (2) weeks of service the median number of treatment plan driven services per month will be eight (8) or more with no more than twelve (12) days elapsing without any service.
 - d. CANS-SB will be completed within thirty (30) days of intake. Although CANS-SB may be completed thirty (30) after intake, the time period considered in completing will capture the client's needs and strengths upon admission to the program – this information is crucial for evaluation and outcome measurement(s).
 - e. Adjustment to treatment plan only if needed, based upon CANS-SB information, shall be completed by forty-five (45) days after onset of services.

- f. At least 75% of all children/youth served will terminate participation with CIS after the Intensive Treatment Phase (i.e., within 6 months of starting).
 2. Transition to Other Care Phase [duration is up to six (6) months, starting immediately after the Intensive Treatment Phase].
 - a. Adjustment to treatment plan as needed.
 - b. Median number of treatment plan driven services should be between two (2) and four (4) per month.
 - c. Charting will include efforts to arrange aftercare and/or evidence that no additional services will be needed after this phase of services.
 - d. No more than 25% of all children/youth served will require this additional time period (i.e., greater than 6 months).
 - e. If Contractor believes client is in need of an extension of services past twelve (12) months, permission for extension must be obtained from the DBH Program Manager.
- D. DBH is emphasizing EPSDT mental health services to the unserved and underserved children
Overall Service Requirements
 1. Contractor will have primary responsibility to provide the full range of mental health services to children/youth that live within the Contractor's service area(s), including crisis and emergency services.
 2. Accept referrals directly from DBH and other child serving agencies
 3. Maintain a system/protocol to address crisis and emergency situation, 24 hours a day – seven days a week, to meet the needs of the child/youth/family.
 4. Develop, coordinate and provide formal therapeutic treatment services based on assessments and treatment recommendations.
 5. Develop a system to screen and prioritize clients awaiting treatment and those in treatment, to ensure availability of service to the most severely ill.
 6. Provide services in a culturally competent manner by recruiting, hiring, training and maintaining staff that provide culturally appropriate services to diverse populations.
 7. Maintain a clear audit trail between CIS treatment services and the provision of other specialty mental health services.
 8. Establish a plan to deal with a crisis involving the client, family members and treatment team.
 9. Ensure there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
 10. Maintain ongoing communication with the DBH Program Manager and make all policies and procedures (administrative and service-related) available to the Program Manager on a regular basis.
 11. Contractor's Director or designee must attend regional meetings as scheduled.

12. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (English and Spanish) for distribution to the community.
13. Contractor's Director or designee must attend regional meetings as scheduled.

E. Coordination of Care

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.)]

VI. **BILLING UNIT**

The billing unit for mental health services is staff time, based on minutes of time.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

VII. **FACILITY LOCATION**

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

Locations are subject to prior approval by DBH. Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another office location.

ADDENDUM III

- B. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty days prior to a change of ownership or a change of address. DBH will request a new provider number from the State.
- C. The main clinic office must be open forty (40) hours per week and offer mental health services during some evening and/or weekend hours as part of the forty hour week in which the Contractor provides treatment. The clinic office schedule must be approved by the DBH Program Manager.
- D. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.
- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have program pamphlets identifying the clinic and its services, both in English and Spanish, for distribution in the community.
- G. Contractor must maintain a location that is both appropriate for the geographic area to be served and must be accessible to public transportation.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VIII. STAFFING

All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All clinical treatment staff providing services with DBH funding shall be licensed or waived by viable internship by the State.

- A. Contract must ensure requirements for all staff members are met including, but not limited to:
 - 1. **Background checks and Criminal Record Reviews any other required clearances, etc.**-The Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. The Contractor will notify the County immediately of loss or suspension of any such licenses and permit
 - 2. **Department of Justice (DOJ) Clearance/Live Scan**-The Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

3. **Health and Safety**-The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
 4. **Licensure and Certification Requirements**-Pre-licensed, licensed, pre-certified, and certified staff should have appropriate educational background and experience to work with target population. Early intervention services must be provided by registered pre-licensed, or licensed staff.
 5. **Professional Development and Staff Training Requirements**-Staff should have an appropriate background and training for working with the target population of children and families. Ensure staff attend County provided orientation and/or training including cultural competency training to assure equal access and opportunity for services, and to improve service delivery. Staff to attend SAP training and annual Southern Region Student Wellness Conference as appropriate, as well as training requirements articulated in the Cultural Competency Plan.
 6. **Tuberculosis (TB) Testing**- The Contractor will ensure that staff employed under this contract be screened for Tuberculosis via a skin or blood test.
- B. All treatment staff shall work within their scope of practice as defined by DBH or their license type; psychotherapists must be licensed or waived by the State. Treatment professionals should be primarily comprised of professionals trained in working with children/youth with mental health needs.
 - C. Personnel shall possess appropriate licenses and certificates, and be qualified in accordance with applicable statutes and regulations. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct operations. In addition, the Contractor will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Contractors' employees.
 - D. Staff Training Plan – Contractor shall provide training for staff on an ongoing basis, including cultural competency training that addresses service delivery to diverse children and their families as required in the Performance Article. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis.
 - E. Resources must be sought to continuously obtain the necessary linguistic and/or translation capabilities necessary to serve the applicable population.
 - F. Staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment and/or transition.
 - G. Provide continual services with at least the number and classification of staff required for the provision of services.
 - H. Serve as a positive role model and assist the children/youth in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.
 - I. Participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continued client needs.

- J. Program must include bilingual staff, English and Spanish speaking, as the community and/or client/family population needs warrant.
- K. Staffing should be comprised of personnel with the appropriate background and education to establish and maintain effective treatment services. Personnel must also be culturally proficient to deliver services in a manner most appropriate to the target population. Staff should include the following positions, or equivalent to the following:
 1. **Program Manager** who possesses a clinical background, but is not required to be actively licensed in their clinical profession. Primary responsibilities of the manager include: ensuring compliance of all contract provisions, overseeing the allocation of program resources, and effectively engaging/collaborating with all involved agencies.
 2. **Clinic Supervisor** who is responsible for supervision of the program and is a licensed clinical professional [Licensed Psychologist (LP), Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT)]. The supervisor must possess experience developing behavioral treatment plans and working with emotionally and behaviorally disturbed children/youth and their families/care givers. Mental Health Services may include a variety of activities which support the child's/youth's residential placement or transition to the least restrictive level of community care and may also be provided by pre-licensed psychologist, clinical social worker and/or marriage and family therapist under the supervision of the Clinic Supervisor.
 3. **Clinical Therapist** who is a licensed, registered, or waived by the State, clinical professional (Clinical Psychologist, LCSW, LMFTM, MSW Intern and MSW). Within the scope of licensure, this position will provide psychotherapy, psychotherapeutic treatment and counseling for clients exhibiting a variety of mental health and related disorders.
 4. **Behavioral Health Specialist** who assists in the development and implementation of treatment plans including leading activity groups and providing rehabilitation/supportive counseling; develops and maintains community networks and educational programs; provides social services such as client advocacy and placement for both prospective and current client; and performs other related work as required.
 5. **Peer and Family Advocates** who are mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. Duties performed include: conducting various types of support groups, classes, wellness and recovery, and recreational activities to promote mental health services; access and distribute educational information to the public; utilize a computer and various programs to maintain files, records, and basic statistics on program activities, participation, and attendance.
 6. **Volunteer** This position is not required for the program; however, it may be included. Volunteers are unpaid, unlicensed staff that provides informal supports. Volunteers must still comply with the County's trainings as appropriate, including HIPAA training, before rendering any service.

IX. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

ADDENDUM III

- A. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- B. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be field-based in the natural settings of the child and parent and access will be available 24 hours per day through answering system and paging system.
- C. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan (i.e., must be available during the times that services are accessible by consumers based on program requirements).
- D. Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.
- E. Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- F. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- G. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
 - 1. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 2. Contractor has the primary responsibility to provide the full range of mental health services, as specified within this addendum, to clients referred to Contractor.
 - 3. The Contractor shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s) as defined in this Addendum. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population.
 - 4. Summary copies of internal peer review conducted must be forwarded to DBH upon request.
- H. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- I. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- J. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.

- K. Contractor shall make available to the DBH Program Manager, or designee, copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- L. Contractor's Director or designee must attend regional meetings as scheduled.
- M. Medication Storage Requirements (If Applicable)
- Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
 2. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.
 3. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 4. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 5. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.
 6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.
 7. Policies and procedures are in place for dispensing, administering and storing medications.
- N. Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.
- O. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- P. Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until Contractor is in full compliance.
- Q. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DHCS. A copy of the plans of correction regarding deficiencies must be forwarded to DBH.
- R. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
- S. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.

- T. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). This will – at minimum – include the Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment (CANS) – San Bernardino.
- U. Contractor(s) will have free access to CANS-SB trainings and documentation. Contractors will be required to enter CANS-SB data directly into Objective Arts on a weekly basis, or provide data for the CANS-SB in a compatible format weekly.
- V. Complete and submit monthly status report to DBH Program Manager or designee, containing all requested information, by the 5th of each month.
- W. Contractor shall submit additional reports as required by DBH.

X. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to Contractor in regard to Short-Doyle/EPSTD Medi-Cal requirements, as well as charting and Utilization Review requirements.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

XI. SPECIAL PROVISIONS

- A. A review of productivity of Contractor shall be conducted periodically.
- B. The Contractor and DBH will work jointly to monitor outcome measures.
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of CIS.
- D. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Contractor must start providing assessment and treatment services as soon as possible, but no later than one hundred twenty (120) days from the contract start date.
- F. Contractor must obtain Medi-Cal certification in order to bill EPSTD Medi-Cal for services provided to Medi-Cal eligible children/youth. If Contractor is not Medi-Cal certified at the time that the contract is awarded, Contractor must submit Medi-Cal certification paperwork to the DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within one hundred twenty (120) days from the contract start date may result in contract termination.
- G. Contractor must pay a onetime-annual charge to support utilization of an outside database (Objective Arts) for the purpose of gathering outcome information. This service will be a subscription with cost reflecting the combination of the anticipated number of unduplicated clients served by a Contractor and the duration of treatment per episode. The annual fee will be a percentage of the total contract and will be due to DBH by the end of the fifth (5th) month of each fiscal year (November). Maximum cost for this service is 0.26% of the awarded contract amount of CIS amount.

- H. Contractor(s) must be available to initiate services with new clients during all twelve (12) months of the fiscal year; waiting lists are not permitted. (This requirement takes effect immediately after Contractor is Medi-Cal certified to provide services within the 120 day requirement during beginning of contract term.) Notification to DBH that a Contractor is unable to initiate any more services during a fiscal year will result in monthly contract management meetings for the remainder of the fiscal year and the following fiscal year, until DBH Program Manager is satisfied that fiscal resources are being allocated in such a way that the Contractor is able to initiate services to new clients during any of the remaining months of the applicable fiscal year.
- I. County will only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the Senate Bill (SB) 785 Out of County Placements process and/or the Assembly Bill (AB) 1299 Presumptive Transfer process. Both AB 1299 and SB785 procedures need to be followed by Contractor in order for reimbursement to occur. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures:
 - 1. Median number of business days between the initial contact or referral and first attempted contact of family is two (2) or less.
 - 2. Median number of calendar days between first contact and first service provision is seven (7) days or less.
 - 3. Median number of days between first assessment appointment and provision of first treatment plan driven service is twelve (12) days or less.
 - 4. Median number of days between treatment services will be less than six (6) days.
 - 5. CIS vendors will at least two (2) hours of SMHS per week for the first two (2) months of an episode.
 - 6. Seventy-five percent (75%) of all treatment episodes will be six (6) months or less in duration.
- B. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:
 - 1. Data is gathered through the billing systems, which will be completed by the seventh (7th) day of the month following the billing for the previous month's Medi-Cal based services.
 - 2. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
 - 3. Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks. This shall minimally include the CANS-SB and PSC-35 data.
- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
 - 1. Within thirty (30) days of admission,
 - 2. Every three (3) months, and
 - 3. Within thirty (30) days of discharge.

4. Clarifications:
 - a. A CANS-SB is not required at admission if the client does not meet the criteria for services **AND** there is deemed insufficient information to complete the CANS-SB accurately.
 - b. In no case shall a period of more than three (3) months pass without completing a CAN-SB.
 - c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB, was administered within the past thirty (30) days **AND** no significant change in the client's presentation has occurred.

- D. Pediatric Symptom Checklist – 35: PSC-35 (parent/caregiver version) shall be requested/obtained from parent/guardians:
 1. For children and youth from three (3) years of age to eighteen (18) years of age receiving early intervention services,
 2. At the onset of services,
 3. Every six (6) months, and
 4. Upon discharge from services

- E. Program Goals:
 1. Provide services appropriate to needs based on functioning and cultural background.
 2. Provide effective services that are continually reviewed and revised as needed.

- F. Key Outcomes:
 1. Key Outcome related to service appropriateness:
 - a. Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
 2. Key Outcomes related to service effectiveness:
 - a. Improved functioning
 - b. Reduction in symptom distress.
 - c. Improvement in work or school performance.

- G. Provide the DBH Research and Evaluation Section (R&E) with important outcome information throughout the term of any contract awarded. R&E will notify the Agency(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- H. Participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (e.g., Audits, Annual Program Review, contract monitor site reviews, or a review of a special incident).

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Desert/Mountain Children's Center shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.

2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.

3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.

4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

Jenae Holtz

Printed name of authorized official

Jenae Holtz

Signature of authorized official

6/19/18

Date

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. **Background Check.** Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. **Workstation/Laptop Encryption.** All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.
2. **Server Security.** Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable Media Devices.** All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. **Antivirus Software.** All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

ATTACHMENT II

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (punctuation symbols)
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.

REQUIREMENTS FOR DAY TREATMENT INTENSIVE AND DAY REHABILITATION

- A. Contractor shall request from the County Department of Behavioral Health (DBH) payment authorization for day treatment intensive and day rehabilitation services:
1. In advance of service delivery when day treatment intensive or day rehabilitation will be provided for more than five days per week.
 2. At least every three months for continuation of day treatment intensive.
 3. At least every six months for continuation of day rehabilitation.
 4. For mental health services, as defined in California Code of Regulations (CCR), Title 9, § 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in CCR, Title 9, § 1810.216 and § 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.
- B. Contractor shall meet the requirements of CCR, Title 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352 in providing day treatment intensive and day rehabilitation.
- C. Contractor shall include, at a minimum, the following day treatment intensive and day rehabilitation service components:
1. Community Meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and clients. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that clients or staff wishes to discuss to elicit support of the group and conflict resolution. Community meetings shall:
 - a. For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.
 - b. For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.
 2. Therapeutic Milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving clients in the overall program. For example, clients are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.
 3. Process Groups. These groups, facilitated by staff, shall assist each client to develop necessary skills to deal with his/her problems and issues. The group

process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.

4. Skill-Building Groups. In these groups, staff shall help clients identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, clients identify skills that address symptoms and increase adaptive behaviors.
 5. Adjunctive Therapies. These are therapies in which both staff and clients participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed toward achieving client plan goals. Adjunctive therapies assist the client in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the client's needs identified in the client plan.
- D. Day treatment intensive shall additionally include:
1. Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the client or clients to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.
 2. Mental Health Crisis Procedure. Contractor shall develop and adhere to its established procedure for responding to clients experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the client is linked to an outside crisis service.
 3. Written Weekly Schedule. Contractor shall ensure that a weekly detailed schedule is available to clients and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.
- E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in CCR, Title 9, § 1840.350, for day treatment intensive, and CCR, 9, § 1840.352 for day

rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

1. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).
 2. Contractor shall ensure that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.
 3. Contractor shall maintain documentation that enables DBH and the Department of Health Care Services to audit the day treatment intensive and day rehabilitation program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). Contractor shall ensure that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.
- F. If a client is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, Contractor shall receive Medi-Cal reimbursement only if the client is present for at least 50 percent of scheduled hours of operation for that day. Contractor shall enter a separate entry in the client record documenting the reason for the unavoidable absence and the total time (number of hours and minutes) the client actually attended the program that day. In cases where absences are frequent, it is the responsibility of Contractor to ensure that it re-evaluates the client's need for the day rehabilitation or day treatment intensive program and takes appropriate action.
- G. Documentation Standards. Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in this Contract and Attachment. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the client actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is either staff to the day treatment intensive program or the person directing the services.
- H. Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult client, or one contact per month with the legally responsible adult for a client who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult clients may decline this service component. The contacts should focus on the role of the support person in supporting the client's community reintegration. Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- I. Written Program Description. Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. DBH shall review the

written program description for compliance with this section prior to the date the Contractor begins delivering day treatment intensive or day rehabilitation.

- J. Additional higher or more specific standards. DBH retains the authority to set additional higher or more specific standards than those set forth in this Contract, provided DBH's standards are consistent with applicable State and Federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- K. Continuous Hours of Operation. Contractor shall apply the following when claiming for day treatment intensive and day rehabilitation services.
1. A half day shall be billed for each day in which the client receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.
 2. A full-day shall be billed for each day in which the client receives face-to-face services in a program with services available more than four hours per day.
 3. Although the client must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the client.
 4. The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.



Special Education Inter-District Transfer

STUDENT INFORMATION

Student Name: _____ Date of Birth: _____
Disability: _____ Grade: _____ Gender: Male Female
Current Placement/Services: _____
School Site: _____ District of Residence: _____
Parent/Guardian: _____
Home Phone: _____ Work Phone: _____ Other Phone: _____
Street Address: _____ City: _____ State: _____ Zip Code: _____
Mailing Address: _____ City: _____ State: _____ Zip Code: _____

PROPOSED PLACEMENT

Proposed Placement:

- Special Academic Instruction (SAI)
- Related Services (specify):

Transportation to be Provided By:

- District of Residence: _____
- District of Attendance: _____
- Other (specify): _____

The student's parent/guardian works within the proposed District of Attendance (DOA) boundaries? Yes No

Additional Information: _____

AGREEMENT AND RESPONSIBILITIES

The _____ School District hereby requests that effective _____, attendance be authorized for the above-named student in the _____ School District for the _____ school year.

The District of Residence (DOR) Agrees To:

- Pay the District of Attendance for special education program costs as per the Desert/Mountain Special Education Local Plan Area (SELPA) approved Fee-For-Service Rate Schedule.
- Pay the District of Attendance for all additional costs as per the attachment to this Inter-District Transfer form.
- Abide by all the conditions set forth within the District of Attendance Inter-District Agreement for general education students.
- Share due process hearing responsibilities with the District of Attendance.

The District of Attendance (DOA) Agrees To:

- Confer in advance and invite the District of Residence to all IEP meetings that may result in additional program costs to the District of Residence.
- Comply with the Transfer into District IEP and invite a District of Residence administrator to all IEP meetings.
- Share due process hearing responsibilities with the District of Residence.

DOR Authorized Agent Signature: _____ Date: _____

DOA Authorized Agent Signature: _____ Date: _____

Special Education Inter-District Transfer Language

District A language:

If your student is in Special Education, please be advised that our district is not responsible for transportation, mediation/due process, SAI services or fees.

District B language:

Approved as long as there is 1. No fee for service 2. No excess cost 3. No transportation costs.

[Click here to download the PowerPoint File.](#)

- 1 **SELPA MEETING MARCH 2018**
A Season of Change!
- 2 **NEW WORLD**
- 3 **What is the California School Dashboard?**
 - An online tool that reports how districts and schools are performing on the indicators.
 - Is designed to support the local strategic planning process and includes:
 - *Six State indicators.*
 - *Four local indicators.*
- 4 **State Indicators in the Fall 2017 Dashboard**
 - Chronic Absenteeism (Link to DataQuest).
 - Suspension Rate.
 - English Learning Progress.
 - Graduation Rate.
 - College/Career (Status Only).
 - Academic: English Language Arts and Mathematics.
- 5 **PERFORMANCE LEVELS**
- 6 **Performance Levels (Cont.)**
 - At least two years of data are needed to determine the performance level (or color) for a state indicator:
 - *Current Year Data: To calculate Status*
 - *Prior Year Data: To calculate Change*
- 7 **System of Support Goal**
 - To assist LEAs and their schools to meet the needs of each student served, with a focus on building capacity to sustain improvement and effectively address inequities in student opportunities and outcomes.
- 8 **CALIFORNIA'S STATEWIDE SYSTEM OF SUPPORT INCLUDES THREE LEVELS OF SUPPORTS TO LEAS AND SCHOOLS TO PROMOTE CONTINUOUS IMPROVEMENT.**
- 9 **SWD Student Group**
 - 163 LEA of the 213 identified for Differential Assistance were

because of outcomes for the SWD student group.

- We do not think this is a Special Education problem, this is a system problem.
- We are aligning some of our practices to the dashboard to make this more coherent for LEAs.

10 **SED ALIGNMENT**

11 **Reorganization of our Supports**

- Restructuring the Special Education Division
- Revamping and expanding a number of its current TA contracts to allow a larger number of LEAs, COEs, and SELPAs to benefit from the expertise cultivated through contracts within existing COEs.

12 **WORKING IN GROUPS ACROSS THE DIVISION**

13 **CHANGES TO THE MONITORING CALENDAR**

14 **What does this mean?**

- DINC schedule stays the same
- Disproportionality and Significant Disproportionality will occur together and earlier (in the case of disproportionality)
- PIR, CR, Annual Determinations will occur together and will be later (in November) to align with the Dashboard release.

15 **DISPROPORTIONALITY**

16 **Significant Disproportionality Update**

- The USDOE will be issuing a delay in the implementation of the regulations
- California will not be changing their course
- The CDE will be looking at the calculations to ensure that LEAs who were included because of small cell size and not due to true disproportionality are addressed.

17 **STEPWISE MODEL**

18 **One Year Disproportionality**

- Notifications will occur in April.
- Working on the calculations now.
- There will be a SELPA preview.
- FMTA staff will be review files in the late Spring, Summer and Fall.
- Completion of the file review will occur in September.

19 **What about the files?**

CDE will provide three options for file review:

1. The LEA can provide READ-ONLY access to their electronic IEP system.
2. The LEAs can send an electronic copy to the CDE via the secure portal. NO EMAIL!
3. The LEA can bring files to the CDE for review.

Any student files sent to CDE electronically or left with CDE will be kept and be made available to a requestor under court order or a Public Records Act request.

20 **What about Prong II from last fall?**

- For one year only, there will be an overlap of the Prong II and the new Disproportionality.
- We will be using the records for Disproportionality to also clear Prong II.

21 **CR UPDATE**

22 **PIR UPDATE**

23 **Align Indicators to the Dashboard**

- Graduation
- Assessment
- Suspension

24 **ANNUAL DETERMINATIONS**

Will be made and sent to LEAs in November 2018

25 **HOW WILL CALPADS HELP WITH MONITORING IN THE FUTURE?**

26 **Data collection occurs more often**

- DINC is easier to verify
- CR lists will be accurate and up to date
- LEA can show improvement on a more regular basis

27 **OTHER THINGS ON THE HORIZON**

8.5 Nonpublic School Update
Verbal Report, no materials

8.6 Charter SELPA Update
Verbal Report, no materials

8.7 Property Update
Verbal Report, no materials



High Tech High Mesa

County	San Diego
District	SBC - High Tech High
School	High Tech High Mesa
CDS Code	37 76471 0137067
Web Address	www.hightechhigh.org
Email	jsalkeld@hightechhigh.org
Phone Number	(619) 795-1810
Fax Number	(619) 795-1811
Charter	Yes
Charter Number	0756
Charter Funding Type	Directly funded
School Address	5331 Mt. Alifan San Diego, CA 92111-2622 Google Map
Mailing Address	2861 Womble Rd. San Diego, CA 92106
Administrator	Brett Peterson Director (619) 795-1810 Ext. 60201 bpeterson@hightechhigh.org
Chief Business Official	Jenny Salkeld Chief Financial Officer (619) 243-5084 jsalkeld@hightechhigh.org
Open Date	August 27, 2018

Status	Active
Low Grade	9
High Grade	9
School Type	High Schools (Public)
Public	Yes
Magnet	No
Year Round	No
Virtual Instruction	Not Virtual
NCES/Federal School ID	
CDS Coordinator (Contact for Data Updates)	Cindy Kim (619) 243-5014 Update Data Request

Questions: CDS Administration | cdsadmin@cde.ca.gov | 916-327-4014

**Desert/Mountain Charter SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Aveson School of Global Leaders Case No. 2017090125	1. Refusal to retain 2. Assessments 3. ESY	09/18/17 09/07/17 A 01/12/18	09/18/17 held 01/29/18	10/10/17 10/31/17 02/13/18	10/28/17 10/23/17 03/02/18	10/31/17 12/05-07/17 01/23-25/18 03/08/18 & 03/13-15/18	11/27/17 – OAH continued hearing to 1/23-25/18 01/12/18 - complaint amended parent requested consolidation of cases 1&3 03/08-15/18 – hearing rescheduled 03/08/18 – first day of hearing dark 03/13/18 – parent withdrew the case without prejudice on the first day of hearing - CLOSED
2. Aveson School of Leaders Case No. 2017100576	1. Retention 2. Placement	10/13/17	10/17/17	11/16/17	12/01/17	12/07/17	10/26/17 - case withdrawn by parent - CLOSED
3. Aveson Global Leadership Academy Case No. 2017120695	1. IEE provider does not meet agency criteria	12/15/17		02/13/18	01/08/18 03/05/18	01/17/18 03/13-14/18	01/08/18 - hearing continued 03/13-14/18 - hearing continued 03/06/18 - Parent withdrew request 03/07/18 - Aveson withdrew complaint without prejudice – CLOSED
4. Aveson Global Leadership Academy Case No. 2018030992	1. Appropriate goals 2. Appropriate services	03/20/18	04/03/18	05/21/18	05/11/18	05/17/18 06/13-14/18	06/11/18 – parent withdrew without prejudice – CLOSED
5. Aveson Global Leadership Academy Case No. 2018060085	1. ERMHS RTC assessment 2. LRE 3. Related services 4. Interventions 5. Predetermination 6. Parent’s private experts 7. IEEs	05/25/18	06/07/18	TBD	07/09/18	07/18/18	06/20/18 – settlement agreement signed - CLOSED

**Desert/Mountain Charter SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
6. Aveson Global Leadership Academy Case No. 2018060565	1. Appropriate goals 2. Appropriate services	06/13/18	06/26/18	TBD	07/30/18	08/07/18	06/20/18 – settlement agreement signed - CLOSED

Desert /Mountain Charter SELPA
Legal Expense Summary
As of June 30, 2018

2000-2001	\$	-
2001-2002	\$	-
2002-2003	\$	-
2003-2004	\$	-
2004-2005	\$	-
2005-2006	\$	-
2006-2007	\$	-
2007-2008	\$	-
2008-2009	\$	-
2009-2010	\$	-
2010-2011	\$	-
2011-2012	\$	-
2012-2013	\$	-
2013-2014	\$	-
2014-2015	\$	-
2015-2016	\$	7,378.00
2016-2017	\$	33,886.61
2017-2018	\$	70,994.67

**Desert/Mountain SELPA
Due Process Summary
July 1, 2017 - June 30, 2018**

D = Complaint Dismissed W = Complaint Withdrawn

DISTRICT												CASE ACTIVITY FOR CURRENT YEAR					
	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Total	D/W	Resolution	Mediation	Settled	Hearing	
Adelanto SD	4.5	0	2	0	3	6	5.5	2.5	5	3	31.5		1	0	0	2	0
Apple Valley USD	7	2	1.33	0	0	2	1	1.5	1.5	0	16.33		0	0	0	0	0
Baker USD	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Barstow USD	0	0	1	0	0	0	0	1	3.5	0	5.5		0	0	0	0	0
Bear Valley USD	0	0	0	1	0	0	0	0	1	2	4		0	0	0	2	0
Helendale SD	0	0	0	0	0	0	0	0	0	1	1		1	0	0	0	0
Hesperia USD	3	2.5	1	5.5	4	3	5	7.5	7	6	44.5		0	0	0	6	0
Lucerne Valley USD	0	0	4	0	1	2	1	1	2	0	11		0	0	0	0	0
Needles USD	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Oro Grande SD	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Silver Valley USD	0	0	0	1	0	0	0	0	0	0	1		0	0	0	0	0
Snowline USD	1	0	0	2	1	1	5	4.5	6.5	2	23		1	0	0	1	0
Trona USD	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Victor Elementary SD	0	1	1	1	1	4.33	3.33	1.83	2.5	6.5	22.49		1	0	0	5.5	0
Victor Valley Union High SD	1.5	2.5	0	2	4	3.33	4.3	7.83	4	4	33.46		2	0	0	1.5	0.5
Academy for Academic Excellence	0	0	1.33	0	0	4	2	0	1	2	10.33		0	0	0	2	0
CA Charter Academy	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Desert/Mountain OPS	0	0	0.34	0.5	1	1.33	0.83	4.33	3	1.5	12.83		0	0	0	1.5	0
Excelsior Education Center	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Explorer Elementary	0	0	0	0	0	0	0	0	0	1	1		0	0	0	1	0
High Tech Elementary P. L.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0		0	0	0	0	0
High Tech Middle	0.5	0	0	0	0	0	0	0	0	1	1.5		1	0	0	0	0
High Tech High	0.5	0	0	2	2	0	1	0	0	0	5.5		0	0	0	0	0
High Tech High International	0	0	0	0	1	2	0	0	0	0	3		0	0	0	0	0
High Tech High Media Arts	0	0	2	0	0	2	0	0	0	0	4		0	0	0	0	0
High Tech Middle Media Arts	0	0	0	0	0	0	0	0	0	2	2		0	0	0	2	0
High Tech High Statewide Benefit	1	0	1	2	0	2	1	1	3	2	13		0	0	0	2	0
SELPA-WIDE TOTALS	19	8	15	17	18	33	29.96	33	40	34	247		7	0	0	26.5	0.5

Districts showing a value of .50 above indicates that the district is a co-respondent with another district.

Districts showing a value of .25 above indicates that the district is a co-respondent with 3 other districts.

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Hesperia USD Case No. 2017070103	1. Placement and supports 2. Levels, types, frequency & duration of related services 3. Measurable goals 4. Positive behavioral interventions	07/08/17	07/14/17 & 07/28/17	08/09/17	08/21/17	08/29/17	Settlement agreement pending from resolution on 07/28/17 Settlement agreement executed 8/17/17 - CLOSED
2. Victor Elem SD/ D/M Operations Case No. 2017070334	1. Placement 2. Timeline for assessments 3. Appropriate BIP	07/11/17	07/26/17	08/15/17	08/23/17	09/06/17	Settlement agreement signed 08/22/17 CLOSED
3. Snowline JUSD 2015070529	District filed to defend district assessments against IEE request	07/12/17	N/A	07/27/17	08/14/17	08/24/17	Case consolidated with 2016-17 Case #27 on 07/31/17 Case withdrawn without prejudice 09/12/17 - CLOSED
4. Hesperia USD Case No. 2017070493	1. Placement & supports 2. Levels, type, frequency & duration of related services 3. Measurable goals 4. Positive behavioral interventions	07/13/17	07/26/17 08/09/17	08/17/17 cancelled	09/01/17	09/06/17	Settlement agreement signed 08/31/17 - CLOSED
5. Adelanto SD Case No. 2017070651	1. Appropriate educational program 2. Placement in LRE 3. Psychological assessment in 2016	07/18/17	08/01/17 08/09/17 09/12/17	08/22/17 10/04/17	09/01/17 10/16/17 12/01/17	09/12/17 10/24/17 12/05-07/17	Motion to dismiss denied 12/01/17 – withdrawn without prejudice – CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
6. Victor Valley UHSD Case No. 2017080190	1.Appropriate placement and services 2. Assessments = FBA & BIP 3. No triennial assessments 4. Behavior Support 5. Transition Plan not appropriate\	08/04/17	08/17/17 08/28/17	09/07/17	09/18/17	09/27/17	Settlement agreement signed 09/15/17 - CLOSED
7. Helendale SD Case No. 2017080884	1.Assess in all areas of suspected disability 2. Provide appropriate supports & services	08/21/17	08/29/17	09/21/17	10/03/17	10/11/17	08/29/17 - case withdrawn by parent attorney without prejudice - CLOSED
8. Snowline JUSD Case No. 2017080979	1.Placement 2. Support services 3. Appropriate PLOPs and Goals	08/23/17	09/05/17	09/26/17 Cancelled by parent	10/09/17	10/17/17	Settlement agreement signed 10/17/17 – CLOSED
9. Bear Valley USD Case No. 2017090022	1.Interdistrict denial to attend neighborhood school	08/31/17	09/14/17	10/05/17	10/16/17	10/25/17	10/05/17 - Settlement agreement signed at mediation – CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
10. Victor Elem SD Case No. 2017100188	1. Inappropriate supports in the current placement	10/02/17	10/16/17 11/06/17	11/07 /17	11/20/17	11/28/17	10/17/17 – NOI FILED 10/24/17 – Case withdrawn by parent Attorney without prejudice – CLOSED
11. Hesperia USD Case No. 2017100347	1. Child Find	10/05/17	10/17/17 11/09/17	11/09/17	11/20/17	11/29/17	11/09/17 – settlement agreement signed at resolution - CLOSED
12. High Tech High Middle Case No. 2017100645	1. IEP programming 2. Bullying 3. Parent Participation 4. Assessments	10/12/17	10/25/17 11/07/17	11/16/17	11/27/17	12/06/17	11/20/17 – case withdrawn without prejudice by parent attorney - CLOSED
13. Hesperia USD Case No. 2017110963	1. Placement 2. Transition Plan	11/27/17	12/08/17 12/20/17	01/23/18	01/05/18	01/11/18 03/06/18	01/23/18 - settlement agreement signed at mediation – CLOSED
14. Victor Elem SD Case No. 2017110998	1. Child Find	11/28/17	12/08/17 12/13/17	TBA	01/12/18	01/23/18	01/12/18 - settlement agreement signed – CLOSED
15. Adelanto Elem SD Case No. 2017120848	1. Program does not meet individual needs 2. Assess in all areas of suspected disability	01/03/18	01/11/18 01/29/18	03/01/18	02/16/18 03/23/18	02/22/18 04/11-12/18	10-day offer pending 04/06/18 - settlement agreement signed CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
16. Adelanto Elem SD Case No. 2017121032	1. Failure to provide sufficient and appropriate goals and services 2. Failure to provide progress towards goals 3. Failure to have general education teacher attend IEP meeting 4. Failure to hold transition meeting	01/03/18 01/17/18	01/11/18 01/17/18		02/02/18 04/27/18	02/15/18 05/08-10/18	Settlement agreement pending 03/19/18 – settlement agreement signed - CLOSED
17. VUHSD Case No. 2017120839	1. Baselines and goals 2. Goals and services in all areas of need 3. Manifestation Determination 4. Assessment for behavior	01/08/18	01/11/18	E 01/18/18 U 03/22/18	E 01/22/18 U 02/02/18 U 04/06/18	E 01/31/18 U 02/14/18 U 04/16-18/18	01/31/18 – 02/02/18 - expedited hearing completed 02/14/18 – district prevailed in expedited hearing 03/22/18 – settlement agreement signed at mediation - CLOSED
18. High Tech High Chula Vista Case No. 2018010904	1. Failure to assess in all areas 2. Failure to provide services and supports 3. Failure to provide annual measurable goals 4. Manifestation Determination 5. Failure to make a clear offer of FAPE 6. Failure to consider parent's input	01/19/18	01/25/18 01/30/18 02/07/18 02/13/18	E 02/01/18 U 03/06/18	E 02/12/18 U 03/09/18	E 02/13-15/18 U 03/15/18	02/13/18 – settlement agreement signed at resolution - CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
19. Victor Elem SD Case No. 2018020278	1.Child Find	02/06/18	02/20/18 03/02/18	04/26/18	03/26/18 05/07/18	04/03/18 05/15-17/18	04/26/18 – settlement agreement signed CLOSED
20. Hesperia USD Case No. 2018020368	1.Child Find 2.PWN 3.Assessments	02/07/18	02/21/18		03/26/18	04/03/18	02/21/18 – settlement agreement signed at resolution - CLOSED
21. High Tech High Middle Media Arts Case No. 2018020985	1.Reduction in services 2.Translation of IEPs and assessments	02/27/18	03/12/18		04/16/18	04/24/18	03/12/18 – settlement agreement signed at resolution - CLOSED
22. High Tech High North County Case No. 2018030769	1.Services 2.Meaningful participation 3. Assessments 4. Child Find	03/19/18	04/27/18		05/07/18	05/15/18	04/27/18 – settlement agreement signed CLOSED
23. Desert/Mountain Operations Case No. TBA	1.The LEA is requesting an order to implement their offer of FAPE	03/28/18	N/A		TBD	TBD	04/23/18 – case closed by OAH order CLOSED
24. High Tech High Explorer Case No. 2018030822	1.Assessments 2.Goals 3. Services and placement 4. Translation of IEPs	03/21/18	04/05/18 04/18/18		05/07/18	05/15/18	05/03/18 - settlement agreement signed CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
25. Academy of Academic Excellence Case No. 2018031214	1. Appropriate offers of FAPE 2. Placement and services	03/22/18	04/04/18		05/04/18 05/14/18	05/15/18 05/24/18 06/04/18	Consolidated with Case #32 05/30/18 - Settlement agreement signed CLOSED
26. Victor Valley Union HSD Case No. 2018040006	1. Child Find	04/02/18	04/12/18		05/14/18	05/22/18	Consolidated with Case #33 05/09/18 - Case withdrawn without prejudice - CLOSED
27. Victor Elem SD Case No. 2018040087	1. Bullying 2. 1:1 aide 3. Assessments 4. PLOPs & Goals	04/10/18	04/20/18 05/08/18		05/04/18	05/24/18	05/09/18 – settlement agreement signed CLOSED
28. Victor Elem SD Case No. 2018040559	1. PLOPs & Goals 2. Assessments	04/13/18	04/26/18 05/09/18		05/25/18	06/06/18	05/09/18 – settlement agreement signed CLOSED
29. Victor Elem SD Case No. 2018040558	1. Exit from service without assessment 2. Assessments 3. PLOPs & Goals 4. Translation 5. Behavior logs	04/13/18	04/26/18 05/09/18		05/25/18	06/07/18	05/09/18 – settlement agreement signed CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2017 – June 30, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
30. High Tech High Middle Media Arts Case No. 2018031236	1. Translations of documents 2. Assessments	03/28/18	04/18/18		05/14/18	05/22/18	05/03/18 – settlement agreement signed CLOSED
31. Bear Valley USD Case No. 2018050413	1. Placement and services 2. Assessments 3. PLOPs & Goals 4. BIP	04/26/18	05/10/18 06/21/18		06/15/18 08/24/18	06/28/18 09/04/18	05/10/18 – interim settlement agreement signed 06/21/18 – final settlement agreement signed - CLOSED
32. Academy of Academic Excellence Case No. 2018050038	1. Order to implement offer of FAPE	N/A	TBD		05/14/18	05/24/18 06/04/18	Consolidated with #25 05/30/18 – settlement agreement signed CLOSED
33. Victor Valley UHSD Case No. 2018050062	1. Order to assess for eligibility	N/A	TBD		05/14/18	05/24/18	Consolidated with #26 05/09/18 – case withdrawn without prejudice – CLOSED
34. Hesperia USD Case No. 2018050737	1. Appropriate services 2. Bullying 3. Annual goals 4. Accommodations and modifications	05/17/18	05/29/18		06/29/18	07/11/18	05/29/18 – settlement agreement signed at resolution - CLOSED

Desert /Mountain SELPA
Legal Expense Summary
As of June 30, 2018

2000-2001	\$39,301.51
2001-2002	\$97,094.90
2002-2003	\$37,695.13
2003-2004	\$100,013.02
2004-2005	\$136,514.09
2005-2006	\$191,605.08
2006-2007	\$140,793.00
2007-2008	\$171,614.04
2008-2009	\$263,390.71
2009-2010	\$114,076.96
2010-2011	\$293,578.50
2011-2012	\$567,958.10
2012-2013	\$321,646.04
2013-2014	\$250,372.65
2014-2015	\$297,277.76
2015-2016	\$204,756.26
2016-2017	\$233,130.03
2017-2018	\$247,459.52

**Desert/Mountain Charter SELPA
Due Process Summary
July 1, 2018 - August 24, 2018**

D = Complaint Dismissed W = Complaint Withdrawn

DISTRICT										CASE ACTIVITY FOR CURRENT YEAR				
	13/14	14/15	15/16	16/17	17/18	18/19			Total	D/W	Resolution	Mediation	Settled	Hearing
Allegiance STEAM Acad - Thrive	N/A	N/A	N/A	N/A	N/A	0			0	0	0	0	0	0
Aveson Global Leadership Acad	N/A	N/A	2	1	5	0			8	0	0	0	0	0
Aveson School of Leaders	N/A	N/A	0	3	1	0			4	0	0	0	0	0
Ballington Acad for Arts & Sci	N/A	N/A	N/A	N/A	0	0			0					
Desert Trails Prep Academy	0	0	0	0	0	0			0	0	0	0	0	0
Encore Junior/Senior High School	0	0	0	0	0	0			0	0	0	0	0	0
Encore High School, Riverside	N/A	N/A	0	0	0	0			0	0	0	0	0	0
Julia Lee Performing Arts Acad	N/A	N/A	N/A	N/A	N/A	0			0					
LaVerne Elem Preparatory	0	0	0	0	0	0			0	0	0	0	0	0
Odyssey Charter School	N/A	N/A	0	0	0	0			0	0	0	0	0	0
Odyssey Charter School - South	N/A	N/A	N/A	N/A	N/A	0			0					
Pasadena Rosebud Academy	N/A	N/A	N/A	N/A	N/A	0			0					
Pathways to College	0	0	0	0	0	0			0	0	0	0	0	0
Taylion High Desert Academy	0	0	0	0	0	0			0	0	0	0	0	0
5														
SELPA-WIDE TOTALS	0	0	2	4	6	0			12	0	0	0	0	0

**Desert/Mountain Charter SELPA
Due Process Activity Summary
July 1, 2018 – August 24, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
None filed at this time							

Desert /Mountain Charter SELPA
Legal Expense Summary
As of August 24, 2018

2000-2001	\$	-
2001-2002	\$	-
2002-2003	\$	-
2003-2004	\$	-
2004-2005	\$	-
2005-2006	\$	-
2006-2007	\$	-
2007-2008	\$	-
2008-2009	\$	-
2009-2010	\$	-
2010-2011	\$	-
2011-2012	\$	-
2012-2013	\$	-
2013-2014	\$	-
2014-2015	\$	-
2015-2016	\$	7,378.00
2016-2017	\$	33,886.61
2017-2018	\$	70,994.67
2018-2019	\$	120.00

**Desert/Mountain SELPA
Due Process Summary
July 1, 2018 - August 24, 2018**

D = Complaint Dismissed W = Complaint Withdrawn

DISTRICT												CASE ACTIVITY FOR CURRENT YEAR				
	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	Total	D / W	Resolution	Mediation	Settled	Hearing
Adelanto SD	0	2	0	3	6	5.5	2.5	5	3		27	0	0	0	0	0
Apple Valley USD	2	1.33	0	0	2	1	1.5	1.5	0	1.5	10.83	0.5	0	0	1	0
Baker USD	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Barstow USD	0	1	0	0	0	0	1	3.5	0		5.5	0	0	0	0	0
Bear Valley USD	0	0	1	0	0	0	0	1	2		4	0	0	0	0	0
Helendale SD	0	0	0	0	0	0	0	0	1		1	0	0	0	0	0
Hesperia USD	2.5	1	5.5	4	3	5	7.5	7	6	4.5	46	0	1.5	2	1	0
Lucerne Valley USD	0	4	0	1	2	1	1	2	0		11	0	0	0	0	0
Needles USD	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Oro Grande SD	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Silver Valley USD	0	0	1	0	0	0	0	0	0		1	0	0	0	0	0
Snowline USD	0	0	2	1	1	5	4.5	6.5	2		22	0	0	0	0	0
Trona USD	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Victor Elementary SD	1	1	1	1	4.33	3.33	1.83	2.5	6.5		22.49	0	0	0	0	0
Victor Valley Union High SD	2.5	0	2	4	3.33	4.3	7.83	4	4		31.96	0	0	0	0	0
Academy for Academic Excellenc	0	1.33	0	0	4	2	0	1	2		10.33		0	0	0	0
CA Charter Academy	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Desert/Mountain OPS	0	0.34	0.5	1	1.33	0.83	4.33	3	1.5	0.5	13.33	0.5	0	0	0	0
Excelsior Education Center	0	0	0	0	0	0	0	0	0	0.5	0.5	0	0.5	0	0	0
Explorer Elementary	0	0	0	0	0	0	0	0	1		1	0	0	0	0	0
High Tech Elementary P. L.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0		0	0	0	0	0	0
High Tech Middle	0	0	0	0	0	0	0	0	1		1	0	0	0	0	0
High Tech High	0	0	2	2	0	1	0	0	0		5	0	0	0	0	0
High Tech High International	0	0	0	1	2	0	0	0	0		3	0	0	0	0	0
High Tech High Media Arts	0	2	0	0	2	0	0	0	0		4	0	0	0	0	0
High Tech Middle Media Arts	0	0	0	0	0	0	0	0	2		2	0	0	0	0	0
High Tech High Statewide Benefi	0	1	2	0	2	1	1	3	2		12	0	0	0	0	0
SELPA-WIDE TOTALS	8	15	17	18	33	29.96	33	40	34	7	235	1	2	2	2	0

Districts showing a value of .50 above indicates that the district is a co-respondent with another district.

Districts showing a value of .25 above indicates that the district is a co-respondent with 3 other districts.

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2018 – August 24, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Apple Valley USD Case No. 2018070020	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Assessments and additional services 4. Denial of FAPE	6/27/18	7/5/18	N/A	8/10/18	8/22/18	8/10/18 – settlement agreement signed - CLOSED
2. Hesperia USD Case No. 2018070273 (Sibling of Case 3)	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Assessments and additional services 4. Denial of FAPE	7/3/18	7/17/18	8/21/18	10/8/18	10/16/18 – 10/18/18	Resolution was held and no settlement was reached; parents and district agreed to attend mediation – OPEN
3. Hesperia USD Case No. 2018070287 (Sibling of Case 2)	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Failure to hold annual IEP Team meetings 4. Behavioral assessments and supports 5. Denial of FAPE	7/3/18	7/17/18	8/21/18	9/10/18	9/18/18 – 9/20/18	Resolution was held and no settlement was reached; parents and district agreed to attend mediation – OPEN
4. Apple Valley USD & SBCSS D/M Ops Case No. 2018071093	1. Lack of appropriate progress toward goals 2. Failure to provide BCBA behavior interventionist 3. Denial of FAPE	7/24/18	7/31/18; rescheduled to 8/15/18	N/A	9/7/18	9/19/18	8/15/18 – case withdrawn by parents at resolution – CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2018 – August 24, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
5. Hesperia USD & Excelsior Charter School Case No. 2018071045	<ol style="list-style-type: none"> 1. Child find; failure to assess 2. Failure to assess in all areas of suspected disability/inadequate assessment 3. Goals are not meaningful or appropriate 4. Program and supports 5. Procedural safeguards; denial of parent right to meaningfully participate in education program 6. Denial of FAPE 	7/25/18	8/9/18	N/A	9/10/18	9/18/18	All-day resolution was held with parent and advocate (attorney declined to attend); offer of settlement was negotiated/tendered but full settlement has not been reached - OPEN
6. Hesperia USD Case No. 2018071261	<ol style="list-style-type: none"> 1. Program and supports 2. Placement 3. Failure to assess in all areas of suspected disability 4. FBA/ERMHS Assessments 5. Speech and language assessment 6. Assistive Technology assessment 7. Denial of FAPE 	7/31/18	8/13/18	N/A	9/17/18	9/26/18	8/13/18 – case settled at resolution with written agreement – CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2018 – August 24, 2018**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
7. Hesperia USD Case No. 2018	<ol style="list-style-type: none"> 1. Failure to conduct triennial assessment 2. Failure to assess in all areas of suspected disability 3. Supports and services 4. Procedural safeguards; denial of parent right to meaningfully participate in education program 5. PLPs and goals 6. Denial of FAPE 	8/1/18	8/13/18	N/A	9/17/18	9/25/18	Prior to resolution, LEA learned parent had not been a resident of the district nor resided at the address listed in the complaint prior to the end of 17/18 school year; parent had not filed Inter-District Transfer for student or his five siblings. At resolution, parent admitted her address was not within district boundaries and her attorney stopped the resolution in order to address the factual inconsistencies in the complaint – OPEN

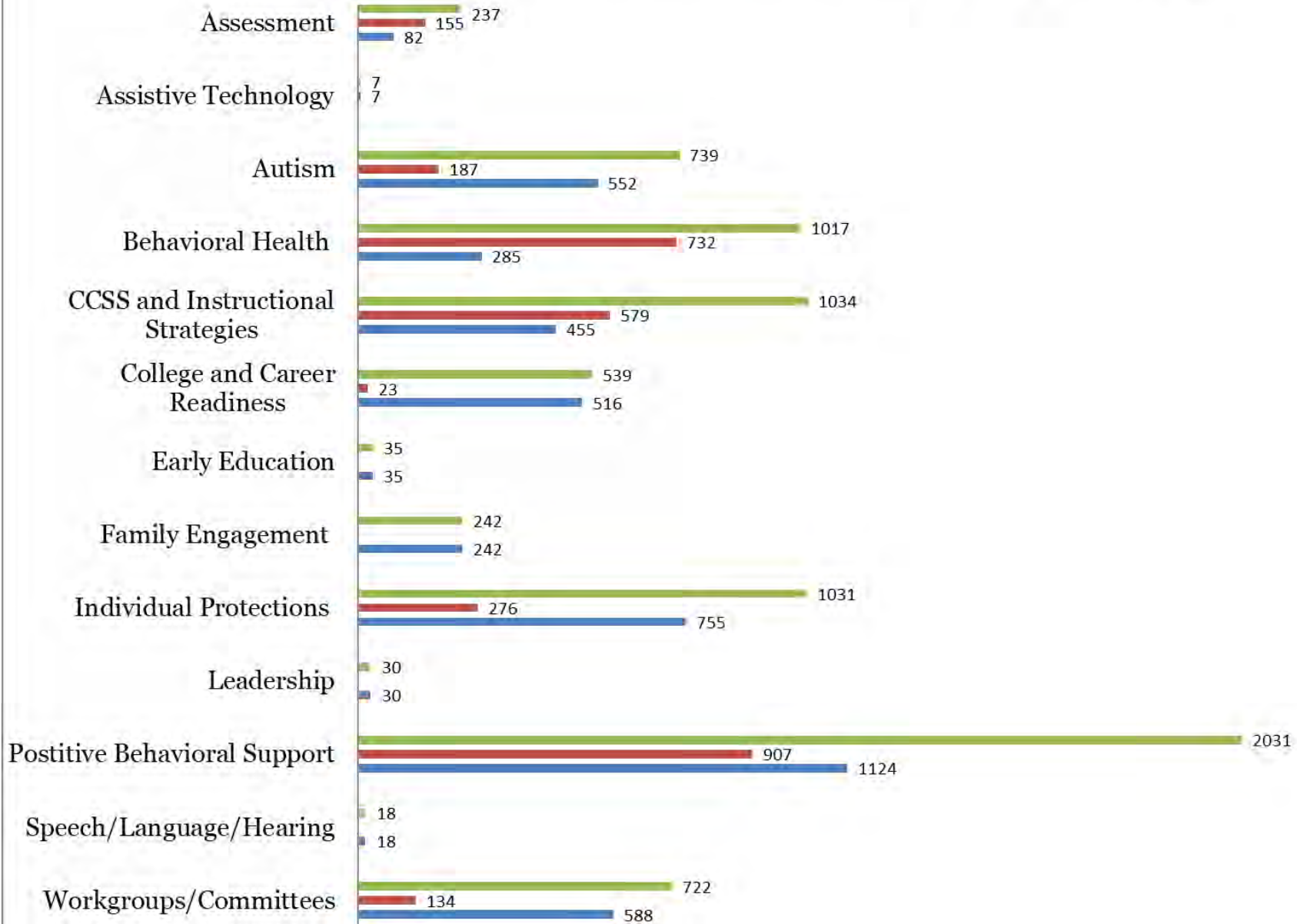
Desert /Mountain SELPA
Legal Expense Summary
As of August 24, 2018

2000-2001	\$39,301.51
2001-2002	\$97,094.90
2002-2003	\$37,695.13
2003-2004	\$100,013.02
2004-2005	\$136,514.09
2005-2006	\$191,605.08
2006-2007	\$140,793.00
2007-2008	\$171,614.04
2008-2009	\$263,390.71
2009-2010	\$114,076.96
2010-2011	\$293,578.50
2011-2012	\$567,958.10
2012-2013	\$321,646.04
2013-2014	\$250,372.65
2014-2015	\$297,277.76
2015-2016	\$204,756.26
2016-2017	\$233,130.03
2017-2018	\$247,459.52
2018-2019	\$15,898.42

D/M SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

2017-18 YEAR END TOTALS
7,682 YEAR-TO-DATE PARTICIPANTS

■ Total Participants by Content Area ■ On-Site Trainings ■ Regional Trainings

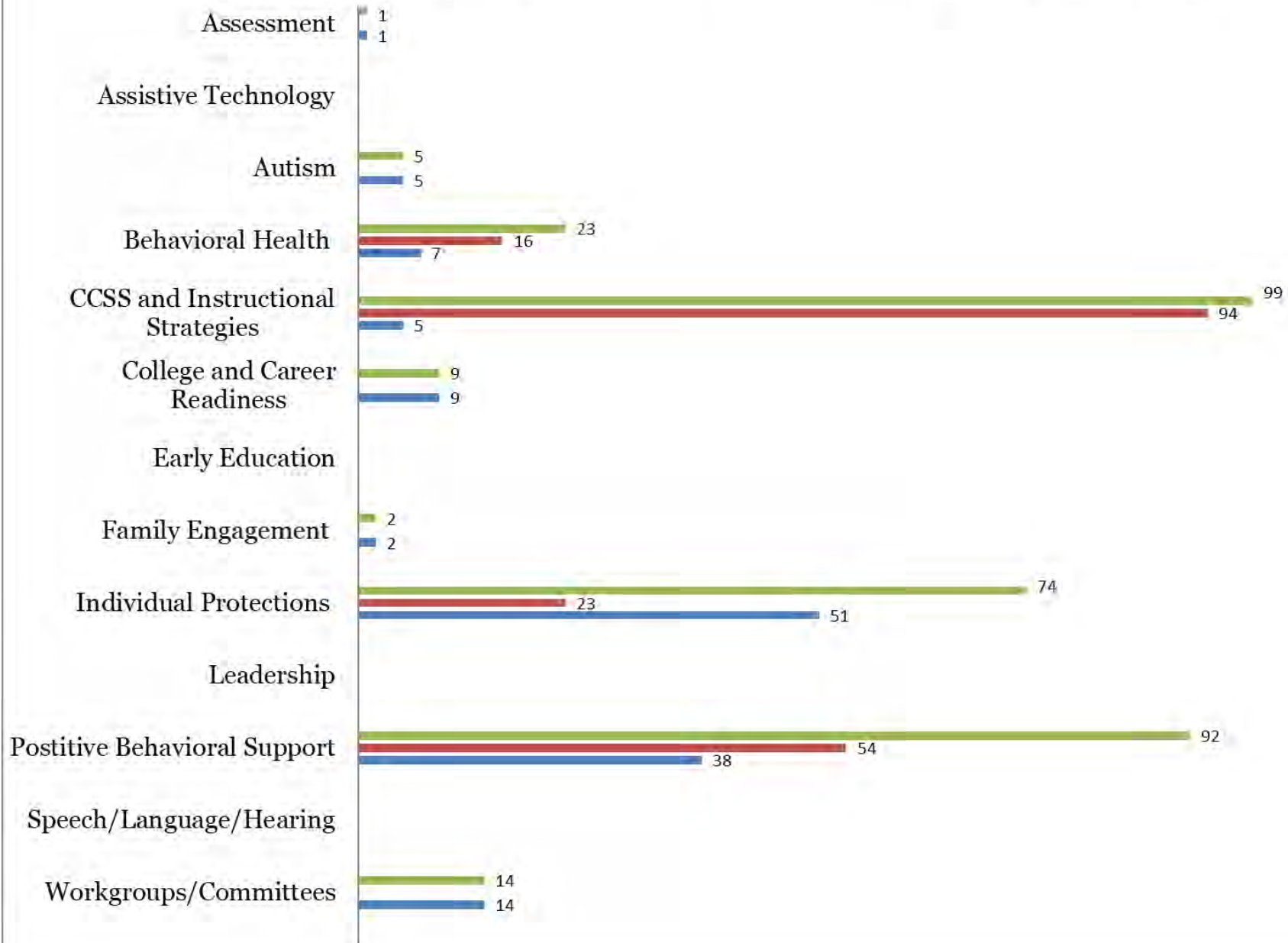


D/M CHARTER SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

2017-18 YEAR END TOTALS

319 YEAR-TO-DATE-PARTICIPANTS

■ Total Participants by Content Area ■ On-Site Trainings ■ Regional Trainings



9.4 DBH Annual Compliance Forms
Verbal Report, no materials