NOTICE OF REQUEST FOR PROPOSAL

Santa Barbara County Education Office

SBCEO 2025-RFP-001 Health Management System Software and Implementation

Notice is hereby given that Santa Barbara County Education Office (SBCEO) is soliciting proposals from interested firms to provide a Comprehensive Health Management Information System for SBCEO in conjunction with Local Educational Agencies (LEAs) throughout Santa Barbara County. Each proposal must conform and be responsive to this RFP and comply with the required proposal format.

Proposal documents will be available **Tuesday, April 08, 2025** from SBCEO's website at https://www.sbceo.org/divisions/admin-services/rfp.

SBCEO Contact

Nicole Evenson, Administrator, Internal Services
Santa Barbara County Education Office
(805) 964-4711, ext. 5227
nevenson@sbceo.org

Proposals are due
Monday, May 05, 2025 no later than 2:00 p.m.
at the
Santa Barbara County Education Office
Administrative Services
ATTN: Nicole Evenson, Administrator, Internal Services
4400 Cathedral Oaks Road
Santa Barbara, CA 93160-6307

Basic RFP Parameters

SBCEO reserves the right to accept or reject any and all proposals, waive any informality, and is the sole judge of the responsibility of any Proposer, the responsiveness of any submitted proposal, and the suitability of the equipment, supplies, and/or services offered.

Award Requirement

An award may be made to a qualified proposer whose proposal meets the evaluation standards that will be the most advantageous to, and in the best interests of, SBCEO with price and all other factors considered.

Timeline

Below is a tentative timeline of events related to the RFP. The schedule is intended to assist with the calendaring key milestones. SBCEO reserves the right to change the dates within the timeline.

Event		Date
1	RFP Release	Tuesday, April 08, 2025
2	Vendor Questions Due	Tuesday, April 22, 2025 (no later than 2:00 p.m.)
3	Vendor Questions Answered/Posted	Thursday, April 24, 2025
4	RFP Proposals Due	Monday, May 05, 2025 (no later than 2:00 p.m.)
5	Review of Proposals	Tuesday, May 06 - Monday, May 12, 2025
6	Interview Notifications to Vendors	Thursday, May 15, 2025
7	Vendor Interviews	Wednesday, May 21 - Friday, May 23, 2025
8	Reference Checks	Tuesday, May 27 - Thursday, May 29, 2025
9	Notice of Intent to Award	Friday, May 30, 2025
10	Execution of Contract	Monday, June 23, 2025

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1. Definitions

The word "SBCEO" means the Santa Barbara County Education Office. The words "the Proposer", and "Contractor" mean the person, firm, or corporation submitting a bid on these specifications or any part thereof.

2. Project Scope

Santa Barbara County Education Office (SBCEO) is issuing this Request for Proposals (RFP) to procure a hosted comprehensive Electronic Health Record (EHR) system software service, full-service claim and billing services and implementation services that will support the operational readiness of Local Educational Agencies (LEAs) participating in the Children and Youth Behavioral Health Initiative (CYBHI) School-Linked Multi-Payer Fee Schedule. CYBHI is a transformative five-year initiative in California that seeks to improve the behavioral health system for children, youth, and families. The initiative aims to promote social and emotional well-being, prevent behavioral health challenges, and ensure equitable access to services that address mental health and substance use needs for youth ages 0-25, regardless of payer.

SBCEO is looking for a Proposer that has a broad experience in school solutions. To the greatest possible extent, SBCEO wants to implement a "turnkey" software package hosted by the vendor (i.e. a software package needing a minimum of custom modification) and to limit the modifications to the base application.

The purpose of this RFP is to provide interested Proposers with sufficient information to enable them to develop and submit proposals for application software and related implementation and ongoing support services that will fulfill the specified information processing needs of SBCEO and the Santa Barbara County school districts (“the Districts” or LEAs).

The final scope of a new system and the timeline for its implementation and subscription will depend on the responses to this RFP related to specific characteristics of the proposed system, the responsiveness of the proposed system and proposed implementation services as a whole to this RFP, the capabilities and experience of the Proposer, as well as the price, functionality, technology architecture, implementation capabilities, and other criteria.

SBCEO reserves the right to reject any or all proposals, issue a subsequent RFP, cancel the entire RFP, remedy any technical errors in this RFP or the RFP process, establish a short list of Proposers eligible for discussions after review of written proposals, negotiate with any, all, or none of the Proposers, waive informalities or

irregularities in the proposals, such actions which, at its sole discretion, it considers to be in the best interest of SBCEO.

3. Description of the County Office

The SBCEO is one of 58 county offices of education in California. The SBCEO provides service and leadership to 20 public school districts and 10 charter schools. SBCEO offers 200 distinct programs and services in support of nearly 70,000 children throughout Santa Barbara County.

As part of CYBHI, the School-Linked Partnership & Capacity Grants were designed to enhance the infrastructure and capacity of school-linked behavioral health services. These one-time funds aim to improve LEA readiness for the new multi-payer fee schedule, enabling LEAs to bill for reimbursable behavioral health services in schools. Under the oversight of SBCEO's Student and Community Services Division, the School-Linked Partnership & Capacity Grant allocation will be provided to the 18 LEAs that have opted to participate in the program. Of the 18 LEAs in Santa Barbara County participating in the School-Linked Partnership and Capacity Grants, a cohort of 16 LEAs serving 35,000 students have opted in to allocating a portion of funding to adopt a centralized billing vendor solution. The goal is to build operational readiness in Medi-Cal enrollment, service delivery, data collection and documentation, and billing infrastructure. These areas are critical for successful integration into the CYBHI Multi-Payer Fee Schedule provider network, ensuring that LEAs can provide students with high-quality, reimbursable behavioral health services.

4. Proposer Qualifications

In order to fulfill the necessary qualifications for providing SBCEO with an EHR system software and implementation service, a qualified Proposer shall have at minimum:

- Experience providing EHR system software and implementation services in California preferred (at least 2 years).
- Experience providing Short Doyle and Drug Medi-Cal Organized Delivery System (DMC-ODS) reimbursement preferred.
- Experience implementing and managing EHR/billing systems, ensuring compatibility with existing LEA systems.
- Ability to secure sensitive data, ensuring compliance with HIPPA, FERPA, and other applicable regulations.
- Familiarity with LEA School Based Medical Administrative Activity (SMAA) reimbursement and LEA Billing Option Program (BOP) reimbursement preferred.

- Familiarity with Cal AIM requirements and the CYBHI.
- Familiarity with the School-Linked Multi-Payer Fee Schedule.
- Able to provide liability insurance as described in this RFP.
- Appropriate certificates/professional accreditation from the State of California to provide requested services and provide a full spectrum of services requested in the scope of work, below.

5. Scope of Work

The RFP responses must include the necessary labor and other associated services to develop the following scope and deliverables.

The third-party vendor will encompass comprehensive support to the LEAs participating in the CYBHI School-Linked Partnership & Capacity Grants County Model to build operational readiness for the implementation of the CYBHI School-Linked Multi-Payer Fee Schedule.

The vendor will be responsible for the development of operational readiness for participating LEAs to be able to bill against the new Multi-Payer Fee Schedule billing processes, ensuring that all LEAs are equipped with the necessary tools and training to manage billing efficiently which includes the following:

- Integration of an EHR system that aligns with the CYBHI Multi-Payer Fee Schedule Third Party Administrator Billing Vendor Carelon's requirements (see Attachment A) and that facilitates seamless data collection and documentation. The system must meet or exceed all HIPAA/FERPA regulations regarding cyber protections of confidential data.
- Full-service third-party billing solution that streamlines the reimbursement process, maintains compliance with state and federal regulations and optimizes financial outcomes for the LEAs.
- Assistance and administrative support for Medi-Cal enrollment of LEAs and their embedded and affiliated providers.
- Provide ongoing support and training to ensure that staff are proficient in the new systems and billing procedures. This will enhance the overall operational effectiveness of the CYBHI initiative within the county.

5.1. Key Deliverables

- Memorandum of Understanding (MOU)/Data Use Agreement (DUA) with all participating LEAs and payers (at minimum, Carelon as the Fee Schedule TPA).
- A fully integrated EHR system that meets CYBHI Multi-Payer Fee Schedule Third Party Administrator Billing Vendor Carelon's

specifications supports efficient data collection and documentation and integration and interoperability with individual LEA's student information systems.
- Participating LEAs and providers enrollment in Medi-Cal.
- A library of customizable document templates with the ability to create templates based on SBCEO and participating LEA's needs.
- A full-service third-party billing system that is compliant with all relevant regulations and optimizes the reimbursement process.
- A series of training modules and workshops for LEA staff to ensure proficiency in the new billing systems and procedures.
- Technical assistance to the LEAs and SBCEO.
- Regular progress reports and analytics to monitor the implementation and effectiveness of billing operations.
- A support and maintenance plan for the EHR and billing systems, including troubleshooting and updates as necessary.
- A strategic plan outlining the steps for continuous improvement and scalability of billing operations to accommodate future needs.
- Documentation of compliance and audit trails to demonstrate adherence to state and federal guidelines.

These deliverables will be structured to ensure that SBCEO and its associated LEAs are fully equipped to handle the complexities of Medi-Cal billing and are prepared for the operational demands of the CYBHI Multi-Payer Fee Schedule. The third-party vendor will work closely with SBCEO to ensure that all deliverables meet the highest standard of quality and are within the agreed-upon timelines.

The measures for the success of this project with a third-party vendor to develop CYBHI Multi-Payer Fee Schedule operational readiness will be multifaceted and quantifiable. They will include:
- The EHR system must be accurately and timely implemented across all participating LEAs, ensuring it meets the specific needs for Medi-Cal billing and data documentation.
- Success will also be measured by the degree of compliance with state and federal regulations achieved through the third-party billing system.
- The effectiveness of the training provided to LEA staff will be evaluated based on staff proficiency in using the new systems and adherence to the operational procedures outlined in the comprehensive operations manual.

- Regular progress reports will offer insights into the ongoing implementation process. Success indicators will include a reduction in billing errors, an improvement in the speed of processing claims, and an increase in the rate of successful reimbursements.
- Additionally, customer satisfaction surveys among the LEAs will serve as a qualitative measure of success, reflecting the usability and efficiency of the systems implemented.
- The vendor's ability to provide responsive support and maintain the EHR and billing systems with minimal downtime will further define the project's success.
- Lastly, the strategic plan's effectiveness will be gauged by the scalability and adaptability of the billing operations to meet future demands and changes in regulations, ensuring long-term sustainability and continuous improvement.

These measures will collectively provide a comprehensive overview of the project's success and impact on the operational capabilities of the SBCEO and its associated LEAs.

Performance Based Criteria	Methods of Data Collection	Performance Target
Establish MOU with all participating LEAs and payers.	Executed MOU between LEAs and payers	Executed MOU between LEAs and payers
Establish MOU with Carelon.	Executed MOU between LEAs and Carelon.	Executed MOU between LEAs and Carelon.
Establish DUA with Carelon (Fee Schedule TPA).	Executed DUA between LEAs and Carelon.	Executed DUA between LEAs and Carelon.
Establish DUA with all participating LEAs and payers.	Executed DUA between LEAs and Carelon.	Executed DUA between LEAs and Carelon.
Successful LEA and staff enrollment in Medi-Cal.	Monthly progress reports to monitor Medi-Cal enrollment progress and status.	Increase (up to 16) of LEAs Medi-Cal enrollment.
Implementation of an EHR system across 16 unique LEAs.	Quarterly implementation report.	Implemented EHR.
EHR meets State and Federal regulations.	Monthly progress reports and analytics to monitor the	100% compliance with state and federal regulations

Performance Based Criteria	Methods of Data Collection	Performance Target
	implementation and effectiveness of the billing system.	achieved through the third-party billing system.
EHR system meets capacity for Medi-Cal billing.	Monthly implementation reports with the following indicators: reduction in billing errors and timeliness of processing claims.	Increase in the rate of successful reimbursements.
EHR system can collect data elements.	Monthly data reports.	Data reports outlining the demographics, services, and length of service, etc.
EHR has a library of customizable document templates.	Library of document templates.	Library of document templates.
A series of training modules and workshops for LEA staff to ensure proficiency in the new billing systems and procedures.	Pre and post training surveys.	Increase proficiency in using the new systems and adherence to the operational procedures outlined in the comprehensive operations manual.
Detailed maintenance plan for the EHR and billing systems, which includes troubleshooting, updates, continuous improvement, and scalability of billing operations to address future needs.	Quarterly report.	Comprehensive maintenance plan for each LEA.

5.2. Demonstration

SBCEO, LEAs, and community-based representatives must have the opportunity to test the EHR platform in demonstration mode and training mode to determine efficiency, ease of use, and flexibility for users prior to selecting a Proposal.

5.3. Training

SBCEO recognizes proper training of staff is essential to gain the improved productivity and efficiency that benefit both providers and their clients.

Please provide a detailed outline of your training strategy. At a minimum, this should include super user training, role-based training for clinical and financial staff, any self-help manuals that will be provided, user forums, and ongoing training for existing and new staff. Proposer shall be available for refresher trainings via a virtual platform accessible to SBCEO and/or in-person. SBCEO will require a separate training proposal, to include the types of training, number of employees trained, number of sessions, hours of training proposed, and cost.

5.4. Compensation

Contractor's proposal should provide a detailed quote for providing services pursuant to this RFP, mindful that SBCEO desires a user subscription model for compensation and a not-to-exceed fee for initial implementation services.

6. Guidelines for RFP Submission

6.1. Proposal Format

It is the intent of SBCEO to solicit proposals that are complete yet concise. To enable the evaluation committee to fairly evaluate each proposal, Proposers shall utilize the following proposal format:

6.1.A. Proposal Contents

i. Title page
ii. Letter of introduction
iii. Table of contents
iv. Address scope of work requirements by item
v. Cost proposal as described in the scope of work (licensing, implementation, training, and service level agreement)
vi. Experience with similar projects with an emphasis on projects with California public entities and in school-based environments (include retention rates of clients)
vii. References
viii. Other pertinent information (optional)

6.1.B. Completion of Required Documents

Proposer shall complete and return all required forms included in the RFP, including the Proposal Form (see Attachment B), Non-Collusion Declaration Form (see Attachment C), and Federal Certifications Form (see Attachment D).

Each Proposer is required to submit one (1) original proposal in hard copy form, and one (1) proposal in electronic format (on a flashdrive) to the SBCEO contact listed in the RFP.

Failure to submit any required data item may be cause for rejection. Proposers may submit other data, as they deem appropriate; however, voluminous or overly elaborate proposals are discouraged.

All information, prices, notations, signatures, and corrections must be in permanent ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in permanent ink by the person signing the proposal.

6.2. Deadline for Submittal

Proposals must be received no later than 2:00 p.m., Monday, May 05, 2025 (the "Submittal Deadline"), at which time the proposals will be opened. Proposals may be submitted any time before the submittal deadline.

Any proposals received after the due date and time may not be considered. It will be the sole responsibility of the Proposer to have their proposal delivered for receipt no later than the above stated time and date.

Proposals may not be delivered via facsimile or e-mail. Failure to completely execute and submit the required documents before the submittal deadline will render a proposal non-responsive. Proposals must be submitted in a package, sealed and plainly marked "SBCEO 2025-RFP-001-HEALTH MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION."

If U.S. Mail or other transportation (FedEx, UPS, etc.) delivers the proposal, the Proposer will be responsible for its timely delivery. Proposals delayed by mail, or any other courier, may not be considered, may not be opened, and arrangements may be made for their return at the Proposer's expense.

Submit proposals to:

Santa Barbara County Education Office
Administrative Services
ATTN: Nicole Evenson, Administrator, Internal Services
4400 Cathedral Oaks Road
Santa Barbara, CA 93160-6307

Proposals will not be opened publicly. Upon request, a listing of companies submitting proposals will be made available, within five (5) business days after the submittal deadline.

6.3. Submittal Costs

The Proposer is responsible for any and all costs incurred by the Proposer or their subcontractors in responding to this RFP.

6.4. Clarification

If any Proposer finds discrepancies, omissions, or ambiguities in this RFP, the Proposer should at once request in writing clarification from Nicole Evenson, Administrator, Internal Services. The person submitting the request will be responsible for its prompt delivery.

Submit these questions regarding discrepancies, omissions, or ambiguities in this RFP in writing via e-mail. No telephone or fax questions will be accepted or considered. Proposers shall refer to the specific RFP paragraph and page number, and quote the passage being questioned. Send all inquiries to:

Nicole Evenson, Administrator, Internal Services
Santa Barbara County Education Office
nevenson@sbceo.org

The period for questions will be open from Tuesday, April 08, 2025 until Tuesday, April 22, 2025 at 2:00 p.m. All questions must be submitted no later than Tuesday, April 22, 2025 at 2:00 p.m..

SBCEO will not be required to respond to any request for clarification but any response that is made will be in writing. SBCEO will post questions and responses on their website at (https://www.sbceo.org/divisions/admin-services/rfp) on or around Thursday, April 24, 2025. Oral and other interpretations or clarifications will be without legal effect and may not be relied on.

Any other changes, additions, deletions, or clarifications to this proposal package by SBCEO will be in writing and issued to all prospective Proposers who have submitted a Proposal.

7. Selection Process and Award of Contract

- A Review Panel will evaluate the proposals submitted in response to this RFP. Proposals will be evaluated on the basis of the information provided with the proposal, the ability of the Proposer to perform, past performances, recommendations, and understanding of the work to be performed.
- After the initial review, interviews and product demonstrations will be performed with the selected finalists. The number of finalists will be at the discretion of the Review Panel. Decisions of the Review Panel regarding finalist selection are final. Interviews and demonstrations may be done virtually or in-person at the discretion of the SBCEO.
- Additional information regarding SBCEO's expectations of firms in regard to the interviews will be provided to finalists.
- Firms will be expected to include the key members of the team they propose for the project to participate in the interview. **Since the individual assigned to the project will have a tremendous impact on the final product, this requirement is mandatory. Interviews will take place between May 21-23, 2025.**

8. Evaluation and Selection Criteria

All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that SBCEO deems pertinent to these services, which may include, but may not be limited to, the following:

i. 10 Points - Cost/Proposed Fees
ii. 10 Points - Specific Experience on Similar Projects
iii. 20 Points - Understanding of, and Approach to the Project
iv. 20 Points - General Technical and Professional Competence
v. 20 Points - Functional and Technical Requirements & Security (i.e. fit for purpose)
vi. 20 Points - Maintenance and Support Services

9. Examination of Documents

It is the responsibility of the Proposer to thoroughly examine and be familiar with all elements of this RFP. The Proposer will satisfy themself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by this RFP. The failure or neglect of the Proposer to examine this RFP will in no way relieve him from any obligations with respect to the solicitation or contract.

The submission of a proposal will constitute an acknowledgment upon which SBCEO may rely that the Proposer has thoroughly examined and is familiar with this RFP. The failure or neglect of a Proposer to receive or examine any portion of this RFP will in no way relieve them from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

10. Assignment

Proposers may not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations to SBCEO without the prior written consent of the Associate Superintendent of Administrative Services. Neither the agreement(s) nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other Party or Parties, except as expressly authorized by SBCEO.

11. Force Majeure Clause

In the event a contract is awarded to the Proposer, the parties to the contract shall be excused from performance during the time and to the extent that they are prevented from performing by act of god, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the party's control making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligation under this contract, in whole or in part.

12. Federal or State Regulations

The Proposer's submission and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal, state, or local governments now in effect or which shall be in effect during the period of such contract.

13. Independent Contractor

In performance of the services, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of SBCEO.

Proposer agrees that any and all persons performing any services and/or work whatsoever contemplated by a contract award and/or related or incidental thereto,

shall be an employee of the Proposer and Proposer shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said person. Proposer shall comply with all regulations regarding employees, and Proposer shall pay and/or contribute its required share as the employer of said persons.

Proposer acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of SBCEO, nor are any of the persons employed by the Proposer to be so construed.

SBCEO assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under any contract that may be awarded.

14. Hold Harmless

The Proposer shall hold harmless, indemnify, and defend SBCEO, the Board of Education, their officers, employees, and agents from every claim or demand which may be made by reason of:

- Any claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists between Proposer and SBCEO by reason of any contract that may be awarded.
- Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention in connection with their performance under any contract that may be awarded.
- Injury to person or property sustained by the Proposer or by any individuals, firms, or corporations in relation to Proposer's performance under any contract that may be awarded.

This requirement to hold harmless, indemnify, and defend SBCEO, its employees, and the Board of Education is required whether caused by an intentional act, negligence, default or omission of the Proposer or of any person, firm, or corporation directly or indirectly employed by the Proposer in connection with the Proposer's performance under any contract that may be awarded.

The Proposer, at Proposer's own risk and expense, shall defend any legal proceeding or claim that may be brought against the Board of Education or SBCEO, their officers, employees, and agents. The Proposer will also satisfy any judgment that may be rendered against the Board of Education, SBCEO, their officers, employees, or agents

for injuries or damages sustained in connection with the Proposer's performance under any contract that may be awarded.

15. Insurance

15.1. Cyber Liability and Comprehensive General Liability

During the term of any contract that may be awarded, Proposer shall maintain Cyber Liability insurance of no less than two million dollars ($2,000,000) per occurrence and comprehensive general liability insurance of no less than two million dollars ($2,000,000) single limit per occurrence, issued by an admitted insurer or insurers and defined by the California Insurance Code. SBCEO, its officers, employees, and agents are to be named as additional insured under the policy. Proof of coverage shall be provided to SBCEO on or before the effective date of any contract that may be awarded, including all required written endorsements naming SBCEO as an additional insured under the insurance policy.

16. Workers' Compensation

During the term of any contract that may be awarded, Proposer shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance to insure against any liability Proposer may have for Workers' Compensation.

17. Invoice and Payments

Unless otherwise specified, Proposer shall render invoices for materials delivered or services performed. Invoices shall be submitted under the same firm name as shown in any contract that may be awarded.

18. Permits and Licenses

The Proposer and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.

19. Nondiscrimination

In connection with the execution of any awarded contract, the Proposer will not engage in, nor permit unlawful discrimination based on a person's actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy,

physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

20. Drug Free Workplace

The Proposer shall maintain a drug-free workplace in accordance with applicable laws.

21. Non-Collusion

Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form (see Attachment C) provided herein that complies with Public Contract Code section 7106.

22. Fingerprinting Requirements

If performance under any awarded contract involves contact with students, Proposer will not perform services until it has complied with SBCEO's requirements regarding completion of background checks, fingerprinting, and completion of mandated reporter training as deemed necessary by SBCEO.

23. Record Retention and Audit

Proposer agrees that SBCEO or its agents shall have the right to review and to copy any records and supporting documentation regarding the performance of any awarded contract. Proposer agrees to maintain these records for possible audit for a minimum of five (5) years after final payment. Proposer agrees to assume all costs associated with any audit findings related to its performance.

The proposal takes into account all potential and foreseeable contingencies.

24. Guidelines

By virtue of submitting a proposal, interested Parties are acknowledging:

This RFP is a request for both application software and related support (implementation) services. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered.

SBCEO reserves the right to reject any or all proposals if it determines that select proposals are not responsive to this RFP or if the proposals are judged not to be in the best interests of SBCEO and the LEAs. SBCEO reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information. In addition,

SBCEO reserves the right to negotiate for some or all of the services offered by Proposers. SBCEO furthermore reserves the right to delete or add functionality (i.e. modules) up until the final contract signing.

Any third-party software solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. The primary software vendor will serve as the prime contact for all work related to this RFP.

Each and every Proposer agrees that the pricing and terms set forth in its proposal shall remain firm, fixed, and valid for a period of at least one (1) year from the date that SBCEO receives the proposal. Pricing and terms for implementation services shall be submitted on a "not to exceed" basis and shall be firm, fixed, and valid for the full duration of each and every agreement executed by the successful Proposer with SBCEO, except as otherwise mutually agreed by the Parties.

For implementation services under this "not to exceed" basis, the successful Proposer who executes an agreement will be paid on the basis of hours and expenses that it incurs up to the "not to exceed" amount. If hours and expenses incurred fall short of the "not to exceed" amount, SBCEO shall retain the difference between the "not to exceed" amount and the costs and expenses actually incurred. If the successful Proposer exceeds the "not to exceed" amount, it shall be required to finish the work at no additional cost to SBCEO. However, this obligation shall be relieved to the extent that it was materially caused by the failure of SBCEO to perform a specific obligation or specific obligations imposed on SBCEO by this RFP or by any agreement arising out of this RFP.

Each and every Proposer shall describe in detail in its proposal all work necessary to achieve the functional requirements it obligates itself to perform in its proposal. SBCEO reserves the right to request each and every Proposer to resubmit proposal pricing on either a fixed-fee basis or a combination of fixed-fee and “not to exceed” basis.

Proposers selected for software demonstrations and oral presentations agree to work with SBCEO to determine mutually acceptable dates for presentations. Failure to be available within a reasonable period of time may lead SBCEO to elevate another proposal for further consideration.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents, according to the specified outline, and submit all hard copy and electronic documents, according to the instructions. Failure to follow these

instructions may be considered an unresponsive proposal and may result in elimination from further consideration.

SBCEO reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If SBCEO determines that additional steps are required to determine the best value, SBCEO reserves the right to consider any or all of the following additional criteria: Proposer's experience, references and record of responsibility, or any other relevant factor that SBCEO deems necessary to determine best value.

SBCEO reserves the right to make an award without discussion with any Proposer after proposals are received. Proposer's response should therefore be submitted on the most favorable terms. SBCEO intends to obtain proposals from as many qualified Proposers as possible. However, it is a requirement for the Proposer to submit a complete proposal.

24.1. Right to Request Additional Information

After the receipt of the proposals, SBCEO reserves the right to request any additional information that it might deem necessary.

24.2. Right to Refusal

SBCEO reserves the right to disqualify or reject any or all proposals in their entirety. The right is reserved to reject any proposal where an investigation of the evidence or information does not satisfy SBCEO and/or the Proposer is not qualified to properly carry out the terms of the Contract.

24.3. Right to Cancel

SBCEO reserves the right to cancel this RFP, or portions thereof, without penalty.

24.4. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposers that are submitted as part of the proposal shall become the property of SBCEO after the proposal submission deadline. No proposal will be returned to the Proposer.

24.5. Right to Postpone Deadline

SBCEO reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time of said deadline announced in this RFP or any subsequent addenda.

24.6. Warranty

The proposal must specify the warranty to be provided for the proposed software and related support (implementation) services. It is assumed that Proposers will have priced their services to include these warranty provisions. The extent of the warranty coverage will be evaluated.

24.6.A. Software

The detailed requirements as stated in this RFP must become part of the selected Proposer's (or software vendor, if different) license and the Proposer, or software vendor if different, will warrant pursuant to the RFP requirements. The selected Proposer must also warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technological requirements, as included in this RFP.

The warranty, at a minimum, should be valid until the proposed system is fully implemented and until final acceptance of all applications included in the implementation. ("Final acceptance" will be defined during the negotiation process.)

SBCEO will look more favorably at Proposers with warranty periods longer than the minimum specified herein.

24.6.B. Implementation Services

SBCEO also seeks a warranty for implementation services (i.e. work products, developed modifications, system configuration, etc.) for a minimum of eighteen months after the final acceptance date of the respective modules.

25. Federal Certifications

The following certifications are required when federal funds are used for the purchase of goods or services. By signing the Federal Certifications Form (see Attachment D) the Proposer/Contractor is:

i. certifying compliance with the applicable provisions;

ii. agreeing to require identical written certifications from all of its subcontractors to be funded through this Agreement; and
iii. agreeing to promptly report to SBCEO and any other federal, state or local agency, as may be required, for all subcontractor certification violations.

The certifications will be treated as a material representation of fact and will be relied upon by SBCEO.

25.1. Lobbying

This provision applies to all contractors who apply for a bid or receive a contract award exceeding $100,000. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, the Contractor, by signing the Federal Certifications Form (see Attachment D), certifies:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
B. If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction.
C. The undersigned shall require that the language of this certification be included in any agreements or subcontracts it enters into in performing services hereunder, and all subrecipients shall certify and disclose accordingly.

25.2. Clean Air Act and Federal Water Pollution Control Act, as amended

This provision applies to all contractors who apply for a bid or receive a contract award exceeding $150,000. Contractor agrees to comply with applicable provisions of the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387) during the term of the contract. Violations will be reported to the federal awarding agency and the appropriate Regional Office of the Environmental Protection Agency (EPA).

25.3. Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 C.F.R. § 200.323.)

25.4. Preference for Goods Produced in the United States

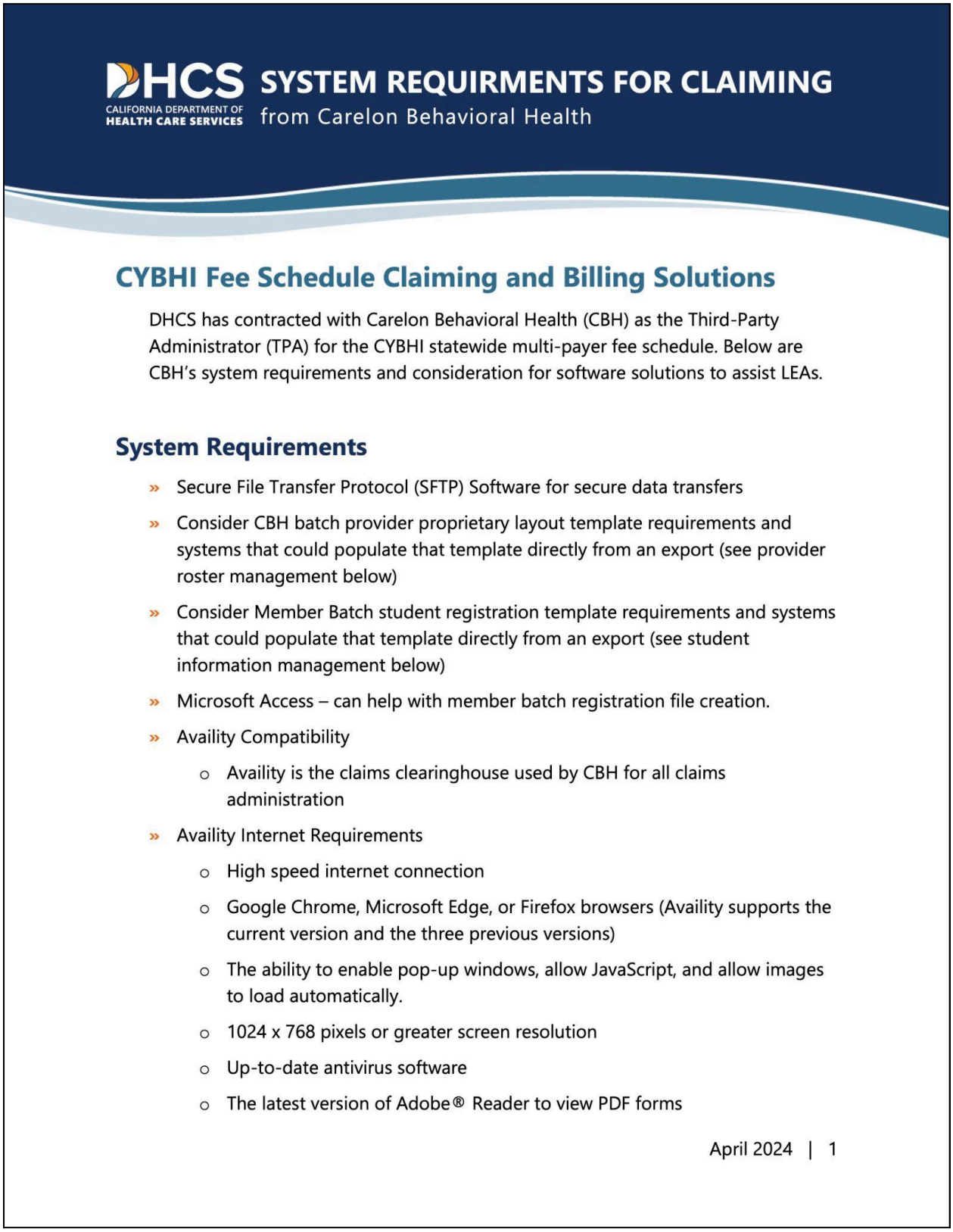
As appropriate and to the extent consistent with law, Contractor, to the greatest extent practicable under a federal award, will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products as defined in the regulation). (2 C.F.R. § 200.322.)

25.5. Certification Regarding Debarment and Suspension

Contractor agrees to comply with 5 U.S.C, 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides federal funds may not be used for any contracted services, if Contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

26. Attachments (A-D)

26.1. Attachment A: Carelon Requirements



DHCS CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

SYSTEM REQUIRMENTS FOR CLAIMING

from Carelon Behavioral Health

CYBHI Fee Schedule Claiming and Billing Solutions

DHCS has contracted with Carelon Behavioral Health (CBH) as the Third-Party Administrator (TPA) for the CYBHI statewide multi-payer fee schedule. Below are CBH's system requirements and consideration for software solutions to assist LEAs.

System Requirements

- Secure File Transfer Protocol (SFTP) Software for secure data transfers
- Consider CBH batch provider proprietary layout template requirements and systems that could populate that template directly from an export (see provider roster management below)
- Consider Member Batch student registration template requirements and systems that could populate that template directly from an export (see student information management below)
- Microsoft Access – can help with member batch registration file creation.
- Availity Compatibility
  - Availity is the claims clearinghouse used by CBH for all claims administration
- Availity Internet Requirements
  - High speed internet connection
  - Google Chrome, Microsoft Edge, or Firefox browsers (Availity supports the current version and the three previous versions)
  - The ability to enable pop-up windows, allow JavaScript, and allow images to load automatically.
  - 1024 x 768 pixels or greater screen resolution
  - Up-to-date antivirus software
  - The latest version of Adobe® Reader to view PDF forms

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- Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

Considerations for a software solution

As the TPA for the CYBHI fee schedule, CBH will be responsible for management of the provider network of eligible practitioners, assist in verifying student health information, including health insurance coverage, and claims administration between LEAs and multiple payers (e.g., Medi-Cal Managed Care Plans, Medi-Cal Fee for Service, commercial health insurance, and disability insurers). CBH has compiled a list of capabilities for LEAs to consider when looking for an EHR system to support the CYBHI fee schedule utilization.

Student information management

- Ability to manage student information, including all required data elements for CBH batch registration.
- Ability to extract student information and create file per CBH batch registration guide proprietary layout.
- Ability to transmit batch registration file to CBH via SFTP.
- Ability to ingest CBH batch registration proprietary response files.
    - Low priority, however, automatically updating the student record with the CBH member ID will be useful for claiming (CBH member ID required for CYBHI claims submitted to CBH)

Provider roster management

- Ability to manage provider information, including all required data elements for CBH batch provider proprietary layout.
- Ability to extract provider information and create file per CBH batch provider proprietary layout.
- Ability to transmit batch provider file to CBH via SFTP.
- Ability to ingest CBH batch provider proprietary response files.
    - Low priority, however, automatically updating the student record with the CBH provider ID may be useful for customer service inquiries (CBH provider ID not required for claiming)

Claims management

- Ability to create claims for services provided, including all standard and required data elements for a valid outpatient claim.

- Ability to transmit claim to CBH claims clearinghouse, Availity (preferred method), OR ability to create standard X12 837 file for batch submission to a claim's clearinghouse or CBH directly via SFTP.
- Ability to ingest standard X12 response files (999, 277CA)
- Ability to ingest standard X12 remittance file (835)

Electronic Health Records (EHR) Systems

Electronic Health Record (EHR): an electronic version of a patient's medical history, that is maintained by the provider over time, and may include all the key administrative clinical data relevant to that person's care under a particular provider, including demographics, progress notes, problems, medications, vital signs, and past medical history.

The use an EHR could benefit Local Educational Agencies (LEAs) who are using the CYBHI fee schedule and are in need to a system that can securely capture, store and transmit sensitive protected health information (PHI) of students. All PHI, whether electronic, written, and oral, is subject to privacy protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Certified EHRs can offer protection to PHI when properly developed with security in mind.

26.2. Attachment B: Proposal Form

This Proposal Form must be duly executed and submitted with any proposal to SBCEO.

The Proposer hereby agrees its proposal is subject to all RFP provisions, terms and Conditions, attachments, exhibits, amendments, and other applicable materials that are attached or incorporated by reference. Proposer hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms, and conditions if selected.

The Proposer hereby agrees that its attached proposal of which this is part, is a firm and irrevocable offer and valid for acceptance by SBCEO for the period ninety (90) days after closing. The Proposer hereby agrees that if its proposal is accepted by SBCEO that it shall provide all of the services in accordance with the RFP, as it may be amended prior to its closing date.

The Proposer is (Check One):

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other_____

If the Proposer is a Corporation, the bid should be signed with the name of the Corporation by an officer authorized to execute a bid on behalf of the Corporation.

This Corporation is organized and existing under and by virtues of the Laws of the State of _____.

Federal Tax ID Number: _____

If the Proposer is a Partnership, the bid should be signed with the name of the partnership by one of the partners.

Federal Tax ID Number: _____

If the Proposer is unincorporated and a Sole Proprietorship, the bid should be signed with the name of the Sole Proprietor by that person.

Social Security Number: (to be provided if finalist for award of the bid).

Employer Identification Number (EIN):_____

Name of Person Authorized to Execute this Proposal/Offer: _____

Title: _____

Duly Authorized Signature:_____

Date of this Proposal/Offer: _____

Proposer Name: _____

Proposer Address: _____

_____

Proposer Telephone: _____

26.3. Attachment C: Non-Collusion Declaration Form

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ (title) of _____ (firm name), the party submitting the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Signature: _____

Title: _____

26.4. Attachment D: Federal Certifications Form

By signing below, Contractor certifies that Contractor, its principals, affiliates and subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from covered transactions by any federal department or agency, or listed on the government wide exclusions in the System for Award Management (https://sam.gov/content/home);
2. Have not within a three (3)-year period preceding this proposal or 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 public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify SBCEO within ten (10) days of receipt of notification that Contractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Name of Proposer/Contractor: _____

Name & Title of Person Signing: _____

Signature Date: _____