County of Sacramento
Department of Health Services

REQUEST FOR PROPOSALS (RFP) No. MHSA/057

MHSA AB114 Mental Health Services for Foster Youth:
Foster Family Urgent Response System (FFURS)
Demonstration Program

MANDATORY PROPOSERS’ CONFERENCE
Organizations must have representation at the Mandatory
Proposers’ Conference to submit a proposal
August 15, 2018, 1:30 – 3:30 pm
Department of Health Services
7001-A East Parkway, Conference Room 1
Sacramento, CA 95823

Proposals due no later than 5:00 pm (PST) September 6, 2018

- LATE PROPOSALS WILL NOT BE ACCEPTED
- Postmarks will not be accepted as meeting the deadline requirement
- Faxed or emailed submissions will not be accepted
- Delivery to any other office will not be accepted

Review all sections carefully and follow all instructions.

Release Date: August 1, 2018
## RFP Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 2018</td>
<td>Request for Proposals (RFP) released</td>
</tr>
<tr>
<td>August 15, 2018</td>
<td>MANDATORY Proposers’ Conference</td>
</tr>
<tr>
<td>1:30 – 3:30 pm (PST)</td>
<td>Grantland L. Johnson Center for Health and Human Services</td>
</tr>
<tr>
<td></td>
<td>7001-A East Parkway, Conference Room 1</td>
</tr>
<tr>
<td></td>
<td>Sacramento, CA 95823</td>
</tr>
<tr>
<td></td>
<td>ATTENDANCE IS REQUIRED TO APPLY FOR FUNDING</td>
</tr>
<tr>
<td>September 6, 2018</td>
<td>PROPOSAL DEADLINE</td>
</tr>
<tr>
<td>5:00pm (PST)</td>
<td>Submit to:</td>
</tr>
<tr>
<td></td>
<td>Julie Leung, LCSW, Human Services Program Planner</td>
</tr>
<tr>
<td></td>
<td>Department of Health Services/Division of Behavioral Health Services</td>
</tr>
<tr>
<td></td>
<td>7001-A East Parkway, Suite 800, Sacramento, CA 95823</td>
</tr>
<tr>
<td>September 7, 2018</td>
<td>Initial screening of Proposals</td>
</tr>
<tr>
<td>By September 10, 2018</td>
<td>Notice of insurance deficiencies and board resolution errors</td>
</tr>
<tr>
<td>September 14, 2018</td>
<td>Final date for Proposers to submit corrections of all insurance deficiencies and board resolution errors</td>
</tr>
<tr>
<td>5:00pm (PST)</td>
<td>Notice of disqualification emailed to Proposers</td>
</tr>
<tr>
<td>By September 17, 2018</td>
<td>Evaluation of Proposals completed</td>
</tr>
<tr>
<td>By September 25, 2018</td>
<td>Awards recommendation posted and emailed</td>
</tr>
<tr>
<td>October 1, 2018</td>
<td>Final date to submit written protest to:</td>
</tr>
<tr>
<td></td>
<td>Department of Health Services Director</td>
</tr>
<tr>
<td></td>
<td>Department of Health Services</td>
</tr>
<tr>
<td></td>
<td>7001-A East Parkway, Ste.1000, Sacramento, CA 95823</td>
</tr>
<tr>
<td>October 5, 2018</td>
<td>Response to protest</td>
</tr>
<tr>
<td>5:00pm (PST)</td>
<td></td>
</tr>
<tr>
<td>October 16, 2018</td>
<td></td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

FACE PAGE ................................................................................................................ 1

RFP TIMELINE ............................................................................................................. 2

TABLE OF CONTENTS ................................................................................................. 3

SECTION I.  OVERVIEW ................................................................................................. 5
    A.  BACKGROUND ......................................................................................................... 5
    B.  PURPOSE .................................................................................................................. 6
    C.  SCOPE OF WORK .................................................................................................... 8
    D.  FUNDING .................................................................................................................. 12
    E.  ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS .............................................. 13
    F.  MANDATORY PROPOSERS’ CONFERENCE ............................................................ 13
    G.  PROPOSERS’ QUESTIONS ...................................................................................... 14

SECTION II.  REQUEST FOR PROPOSAL PROCESS ...................................................... 15
    A.  RULES GOVERNING COMPETITIVE PROPOSALS .................................................. 15
    B.  RIGHTS OF THE COUNTY ..................................................................................... 15
    C.  SCREENING CRITERIA ............................................................................................ 16
    D.  RATING PROCESS: GENERAL ............................................................................... 16
    E.  OPPORTUNITY TO PROTEST ............................................................................... 17
    F.  COMMENCEMENT OF WORK ............................................................................... 17
    G.  CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES ....................... 18

SECTION III.  PROPOSAL SUBMISSION ......................................................................... 19
    A.  PROPOSAL PACKAGE ............................................................................................. 19
    B.  PROPOSAL SUBMISSION REQUIREMENTS .......................................................... 20

EXHIBITS

EXHIBIT A:  PROPOSAL PACKAGE CHECKLIST ............................................................... 22
EXHIBIT B:  INSTRUCTIONS AND APPLICATION/CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS .................................................................................. 23
EXHIBIT C:  INSURANCE REQUIREMENTS ..................................................................... 28
EXHIBIT D:  RESOLUTION BY THE AGENCY’S BOARD OF DIRECTORS ........................ 33
EXHIBIT E:  COUNTY OF SACRAMENTO CONTRACTOR CERTIFICATION OF COMPLIANCE FORM (CHILD, FAMILY AND SPOUSAL SUPPORT) .......... 34
EXHIBIT F:  CERTIFICATION REGARDING DEBARMENT AND SUSPENSION .......... 35
EXHIBIT G:  STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY ................................................................. 36
EXHIBIT H:  ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE .......... 37
EXHIBIT I:  STATEMENT OF COMPLIANCE WITH QUALITY MANAGEMENT AND COMPLIANCE ................................................................. 43
EXHIBIT J:  INDEPENDENT AUDITED FINANCIAL STATEMENT ....................... 44
EXHIBIT K:  BUDGET ........................................................................ 45
EXHIBIT L:  PROPOSAL NARRATIVE ..................................................... 49
EXHIBIT M:  ORGANIZATIONAL CHART ................................................... 53
EXHIBIT N:  START-UP WORK PLAN ....................................................... 54

ATTACHMENTS
ATTACHMENT 1:  STAFF REGISTRATION POLICY ........................................ 55
ATTACHMENT 2:  SAMPLE AGREEMENT BOILERPLATE .................................. 70
ATTACHMENT 3:  SAMPLE EXHIBIT D TO AGREEMENT “ADDITIONAL PROVISIONS” ...... 78
ATTACHMENT 4:  GOOD NEIGHBOR POLICY .............................................. 84
SECTION I. OVERVIEW

A. BACKGROUND

The passage of Proposition 63, now known as the Mental Health Services Act or MHSA, in November 2004 provided the first opportunity in many years for the California Department of Health Care Services (DHCS) to provide increased funding, personnel, and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults, and families. MHSA addresses a broad continuum of prevention, early intervention, and service needs, as well as the necessary infrastructure, technology, and training elements that will effectively support this system. MHSA imposes a 1% income tax on personal income in excess of $1 million. Much of the funding is provided to county mental health programs to fund programs consistent with their local plans resulting from community and stakeholder planning processes. All MHSA plans are approved by local Board of Supervisors (BOS).

This request for proposal (RFP) is specific to the MHSA Prevention and Early Intervention (PEI) component service category.

Five essential elements are inherent in the MHSA and must be embedded and continuously addressed:

- Community Collaboration
- Cultural Competence
- Client/Family driven mental health system
- Wellness focus, which includes the concepts of recovery and resilience
- Integrated service experiences for clients and their families throughout their interactions with the mental health system

The MHSA specifies five major components:

- Community Services and Supports (CSS) – programs, services, and strategies that serve clients and families
- Workforce Education and Training (WET) – targets workforce development programs
- Capital Facilities and Technological Needs (CFTN) – addresses the capital infrastructure and technology systems needed to support implementation of MHSA
- Prevention and Early Intervention (PEI) – supports the design of programs to prevent mental illnesses from becoming severe and disabling
- Innovation (INN) – component goal is to develop new mental health approaches, increase access to services, and increase the quality of services

The primary goal of all MHSA programs is to reduce the negative outcomes resulting from untreated mental illness, including suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and the removal of children from their family home.
B. PURPOSE

_Foster Youth_

Children/youth in the foster care system have often lived through traumatic events and losses that place them at risk for behavior, social, emotional and mental health related problems. These problems can manifest themselves in a variety of ways, including tantrums, fear, withdrawal, aggression, running away, and other impulsive and externalized behaviors that can be difficult for caregivers to manage.

Behavior problems are a strong indicator of placement instability and are commonly cited in foster parents/caregivers’ requests to have foster youth removed from their homes. Foster parents/caregivers may encounter difficult behaviors unfamiliar to them and not know how to effectively address the behavioral issues presented by foster youth. These problems create significant challenges for foster parents/caregivers and increase the likelihood of placement instability.

As the number of placement changes increase, it becomes likely that the foster youth will experience future placement disruptions thereby resulting in additional trauma to the youth. This remains consistent even for foster youth not exhibiting behavior problems prior to placement.

Multiple placement changes disrupt the continuity of foster youths’ relationships with their foster parents/caregivers, friends, family and/or siblings, normative youth activities, education and access to ongoing services. This cycle of disruption has long-term negative repercussions for foster youth that include distrust and fear of forming secure and healthy relationships, increased and elevated levels of behavior problems, increased sense of not belonging, increased sense of distress and trauma, and increased risk for further placement disruptions.

Behavior problems presented by foster youth may contribute to conflict and crisis for both the foster youth and foster parent. While experiencing a crisis, individuals are typically receptive to immediate intervention and support. Therefore, timely and effective crisis intervention may be highly effective in providing support and opportunities for learning new and effective strategies for coping for both foster youth and foster parents/caregivers. When in crisis, foster youth may benefit from active and reflective listening, emotional support, proactive crisis intervention, and problem solving. Foster parents/caregivers may benefit from help in understanding causes and reasons for and how to respond to difficult behaviors. Providing this level of immediate support assists in stabilizing the situation and may contribute to placement stability. Additionally, offering foster youth connections to peer mentors and youth advocates during and after a crisis may improve well-being, offer hope for an improved future and increase the ability to ask for help prior to engaging in negative behaviors.

In Sacramento County, in fiscal year 2017-2018, there were approximately 3,502 youth who have open cases with Child Welfare. Of these youth, about 2,000 are in a foster placement and over 400 ages 18-21 are in foster care. Of these youth, only about 1,150 are linked to Mental Health Plan (MHP) services. The following approved recommendation supports the implementation of prevention and early intervention services specifically aimed at providing immediate mental health intervention and support to Sacramento County’s current and former foster youth experiencing crises and their foster parents/caregivers. Additionally, these services will include peer mentoring, youth and family support and advocacy, temporary relief for youth and/or foster parents/caregivers, and provide opportunities...
for foster youth to participate in normative interactions and activities. Although the current number of former foster youth up to age 21 who have exited the Child Welfare system is not known, this program will serve these youth as well.

**MHSA AB 114: Mental Health Services for Foster Youth**

Assembly Bill (AB) 114, passed in 2017, clarifies and defines the Mental Health Services Act (MHSA) reversion process. MHSA funding that is subject to reversion is a subset of unspent funds that were not spent in the designated timeframe. The timeframe varies dependent on MHSA component.

In alignment with Sacramento County’s Board of Supervisors November 7, 2017 action, Sacramento County Division of Behavioral Health Services (DBHS), engaged local stakeholders in the development of an AB114 Plan to spend MHSA funds subject to/at risk of reversion, with a specific focus on foster youth in accordance with AB114 requirements. For the purpose of this RFP, part of Sacramento County’s AB114 Plan identified one-time expenditures for the development of mental health services for foster youth using MHSA Prevention and Early Intervention (PEI) component funds.

Through a community and stakeholder planning process in January 2018, Sacramento County’s MHSA Steering Committee approved a recommendation to allocate one-time AB 114 MHSA PEI component funds for mental health services for current and former foster youth and their foster parents/caregivers. The recommendation includes the following program elements that focus on placement stability and trauma informed care:

1. Twenty-four/seven mobile services that include: immediate phone response and face-to-face response; crisis intervention, de-escalation and mediation services; youth and family advocate engagement and support
2. Warm-line services that include follow-up services
3. Mental health and substance use disorders screening and strengths-based assessments
4. Youth and Family Advocates will be part of the program staff and will:
   a. Engage and facilitate support and advocacy services
   b. Provide peer support services, coaching, mentoring,
   c. Link foster youth and their resource families to needed resources and supports, including normative activities chosen by and important to foster youth
5. Peer/youth advisory committee
6. Services provided through this program will:
   a. Support foster youths’ engagement in normative activities that support mental well-being and include community/cultural considerations,
   b. Emphasize individualized plans that highlight transition planning and support placement stability,
   c. Participate in Child and Family Team (CFT) meetings as needed,
   d. Reduce stigma and normalize the activity of utilizing peer support services, coaching, mentoring and other resources,
   e. Provide information using language understood by youth, and
   f. Be provided in coordination and collaboration with all systems and organizations serving foster youth.
Sacramento County Division of Behavioral Health Services’ intent in issuing this RFP is to develop a one-time MHSA PEI component funded demonstration program that engages foster youth and their foster parents/caregivers, provides meaningful mental health crisis intervention, brief behavioral health screening, support and mediation/conflict resolution services for foster youth and/or their foster parents/caregivers who are experiencing crisis, or emotional, physical, or behavioral distress.

Sacramento County is seeking proposals from organizations experienced in providing mental health crisis services and supports to children and youth involved in the foster care system and their foster parents/caregivers.

C. **SCOPE OF WORK**

1. **Program Description**: Foster Family Urgent Response System (FFURS) demonstration program is a 24 hours per day, 7 days per week, 365 day per year (24/7/365) call center that provides immediate phone response, triage services, follow-up support, and information and referral services available to current and former foster youth and their foster parents/caregivers. Once screened and triaged as deemed clinically appropriate, program staff will be deployed to provide mobile in-person/face-to-face trauma informed and culturally responsive crisis intervention, mediation, and support for foster youth and/or their foster parents/caregivers who are experiencing crisis, or emotional, physical, or behavioral distress that, without immediate support, risks disruption to the current living situation. Additionally, this demonstration program will include:

   a. Offering foster youth crisis support through social media (e.g. texting, online, and/or social networking, etc.),

   b. Peer mentoring and youth and family support and advocacy relative to a crisis,

   c. Temporary relief for youth and/or foster parents/caregivers, and

   d. Opportunities for foster youth to participate in normative activities.

2. **Program Objectives**:

   a. Stress reduction,

   b. De-escalation and stabilization of the situation,

   c. Improve ability to identify and understand the relevant triggers and cause of behaviors,

   d. Improve ability to identify and utilize conflict resolution, problem solving and communication skills and strategies to prevent and manage future crisis,

   e. Temporary relief to allow for space and distance from the situation to regain sense of control,

   f. Link to ongoing mental health, co-occurring substance use disorders treatment or other needed services and resources, and

   g. Coordination of care.

3. **Individuals Served** includes current and former foster youth, ages 0-21, and their foster parents/caregivers residing in Sacramento County. “Caregiver” is an individual responsible for meeting the daily care and supervision needs of a current or former foster youth. “Current and former foster youth” includes youth, ages 0-21, adjudicated under the California Welfare and Institutions Code Sections 300, 601, or 602 and who are served by a county child welfare agency or probation department, or youth, ages 0-21, who have exited foster care to reunification, guardianship, or adoption.
4. **Service Location:** Service location will be negotiated between the successful proposer and DBHS during the contract development phase. If program participants are served at a service location, it must be sited to allow for maximum use of Regional Transit Bus and Light Rail routes. The successful proposers’ negotiated service location must be in compliance with Sacramento County’s Good Neighbor policy and have written approval by DBHS prior to executing the property lease agreement.

5. **Call-in system and mobile in-person/face-to-face response service capacity:** Program staff will respond to 300 or more youth and foster parents/caregivers calls monthly, followed by mobile in-person/face-to-face response to an estimated 40 to 50 percent of the callers monthly.

6. **Hours of Operation:** Call-in system hours and in-person/face-to-face urgent response will be available 24/7/365.

7. **Call-in system logistical requirements:** The call-in system will have:
   a. Dedicated and published phone number,
   b. Telecommunication equipment with capacity to accept multiple calls. The use of voice mail and answering services are not acceptable for the 24/7/365 immediate phone response,
   c. Protocols in place for obtaining interpreter services for limited English proficient and Deaf and Hard of Hearing callers,
   d. Protocols in place in the case of telecommunications equipment interruption or failure, and
   e. Protocols in place for logging and documenting services and data collection.

8. **Minimum service requirements:**
   The successful proposer shall provide the following services:
   a. Establish and maintain a 24/7/365 call-in system that immediately responds to calls from current and former foster youth and foster parents/caregiver who are experiencing crisis, or emotional, physical, or behavioral distress. Call-in system staff will provide screening, triage, brief intervention, support, information and referrals, and service coordination and navigation assistance.
   b. Once screened and triaged, as deemed appropriate, the call-in system staff will deploy, as necessary, a mobile response team to provide in person/face-to-face urgent response:
      i. In person/face-to-face response time: For urgent situations, in-person/face-to-face response should occur preferably within one (1) hour but not to exceed three (3) hours. For non-urgent situations, in-person/face-to-face response should occur same-day or within 24 hours.
      ii. Response, at a minimum, will include the following trauma informed, culturally and linguistically responsive interventions: brief mental health and substance use disorder screening, strength based risk assessment, crisis intervention, mediation, de-escalation/stabilization, individualized plan, safety planning, consultation, coaching, information and referrals, and linkages to needed services and resources.
   c. In-person or over the phone follow up services within 72 hours after the initial face-to-face response to determine if additional services or supports are needed. Follow up services are time limited and should not extend beyond 15 days. Follow up services may include:
i. Peer and family member support, advocacy and mentoring,

ii. Consultation, coaching and training related to strategies that enhance coping, manage behavioral difficulties, and stabilize placement,

iii. Developing individualized crisis and safety plans that support placement stability,

iv. Coordination of care with Child Protective Services, Probation, Foster Family Agencies and any other applicable youth serving system, including participating in emergency Child and Family Teams (CFTs), as appropriate, and

v. Information and referrals, linkages and navigation to on-going mental health treatment, substance use disorder treatment, other needed services, resources, and normative activities that support well-being.

d. Establish and maintain a youth advisory committee comprised of current and former foster youth that provides advice and recommendations on engaging youth in program services, program policy and operations.

9. Proposers will propose the additional program services that meet the following program objectives:

a. Use of social media to outreach and engage current and foster youth who are experiencing a mental health crisis (e.g. texting, online, and/or social networking, etc.),

b. Peer mentoring, youth and family support and advocacy,

c. Temporary crisis relief for youth and/or foster parents/caregivers, and

d. Opportunities for foster youth to participate in normative youth activities.

10. Program Staffing: There is no standard client to staff ratio. However, successful proposers are expected to have staff necessary to provide services as defined in the scope of work. The staffing array can include a combination ranging from paraprofessionals to licensed clinicians; however, 24/7/365 call-in system and the mobile response team shall be overseen by a licensed clinical professional and trained to provide trauma informed interventions specific to foster youth and their foster parents/caregivers. Efforts should be made to include peer partners and those with lived experience in the response team, whenever possible. Program staff will be reflective of the cultural, racial, ethnic and linguistic diversity of Sacramento County. The following list is a suggested representation of staff for this program (see Attachment 1, Sacramento County Division of Behavioral Health Services [DBHS], Quality Management [QM] Staff Registration Policy and Procedure for County Mental Health Plan staff designation):

a. Youth Advocates (Peers) are staff with personal experience of recovery from mental health and/or substance use or lived experience similar to the target population that have experience navigating child welfare, juvenile probation, and/or mental health systems. The Youth Advocate will be a role model for someone experiencing difficulties. Youth Advocates (Peers) shall be designated Mental Health Assistant (MHA) I, II, III, or Mental Health Rehabilitation Specialist (MHRS).

b. Family Advocates are staff with personal experience of recovery from mental health and/or substance use or lived experience similar to parents or foster parents/caregivers that have experience navigating child welfare, juvenile probation, and/or mental health systems. The Family Advocate will serve as a support for foster parents/caregivers experiencing parenting difficulties that jeopardize the permanency plan. Family Advocates shall be designated MHA I, II, III or Mental Health Rehabilitation Specialist (MHRS).
c. FFURS Coordinator will provide direct services to foster youth and foster parents/caregivers experiencing crisis, and assists them in obtaining access to medical, social, educational, and other needed resources for foster youth in their care. Other responsibilities include service coordination, participation in emergency CFTs as needed, as well as documenting provided services and supports. The FFURS Coordinator shall, at minimum, be designated as Mental Health Rehabilitation Specialist (MHRS).

d. FFURS Call-in System Worker will respond to triage calls and deploy or activate FFURS response team member according to the presenting crisis. The call-in system worker will also provide follow-up support and facilitate community linkages as needed. The FFURS Call-in System Worker shall be designated as MHRS, Licensed Practitioner of the Healing Arts (LPHA), or LPHA Waived.

e. FFURS Clinician will provide mobile face-to-face response and provide the following trauma informed, culturally and linguistically responsive interventions: brief mental health and substance use disorder screening, strength based risk assessment, crisis intervention, mediation, de-escalation/stabilization, individualized plan, safety planning, consultation, coaching, information and referrals, and linkages to needed services and resources. In cases where clinically appropriate, the clinician will participate in emergency CFTs prompted by the crisis event, provide brief follow up services, and make determination for linkage to a MHP provider. The clinician shall be designated as a Licensed Practitioner of the Healing Arts (LPHA), or LPHA Waived.

f. FFURS Clinical Program Manager will provide clinical oversight and supervision for FFURS staff and services. The Clinical Program Manager will also provide backup crisis triage and response services. The manager shall be LPHA Waived, with at least three (3) years postgraduate mental health experience.

g. FFURS Program Director is the administrative and clinical leader of program operations. The director’s primary responsibilities are to ensure standards of excellence in practice; provide overall staff supervision and training; and manage daily administrative and clinical oversight and the management of grievances. The director must be a LPHA.

h. Office Assistant provides general clerical support of program operations and data collection.

In addition to staff identified above, proposers may include specialized staff and supports relevant to the needs of the program, practices, and frameworks. Staff not identified above must be tied to, or meet staff designations as defined in the established DBHS QM Staff Registration Policy and Procedure (see Attachment 1).

The successful proposer will be required to develop and submit a training plan as part of the contract negotiations. The detailed training plan for FFURS program staff should include topics that are important to the program scope, such as: crisis intervention, social media communications by youth; short term intervention strategies; principles of behavior modification, trauma informed care; documentation and other DBHS QM trainings; providing on-going advocate/peer mentoring, coaching, consultation, and support.

To ensure quality crisis intervention services, the successful proposer will be required to provide all staff with risk management, de-escalation, and safety enhancing strategies including, but not limited to Pro-Act or other similar de-escalation protocols training.

11. Sustainability Plan: Proposers will propose a sustainability plan for this demonstration program that includes sustainability strategies, steps, and timeline.
12. Key Program Outcomes and Plans for Measuring: Sacramento County collects data and measures outcomes throughout the continuum of care. The County will work with the successful proposer to develop and implement program evaluation of delivered services. The successful proposer will be expected to utilize and collect data on a standard set of outcome assessment forms as developed in partnership with DBHS. Outcomes include, but are not limited to:

- Decrease placement disruptions,
- Improve the emotional coping skills of the youth,
- Increase retention of current foster caregivers,
- Decrease in caregiver stress in order to manage the youth’s needs,
- Connect youth and caregivers to existing services in their communities,
- Decrease contacts with law enforcement and potential entry into the criminal justice system,
- Prevent hospitalization and higher-level placement into congregate care,
- Increase in ongoing meaningful and normative activity for the youth, and
- Improve care coordination with other system partners (i.e. CPS, probation, mental health provider, education).

The successful Proposer must review performance data, assess progress, and use this information to inform and improve the management and delivery of services. There should be clear and convincing evidence, through carefully collected data, that the delivered services and interventions are responsible for client and caregiver satisfaction and placement stability.

D. FUNDING

1. Available Funding:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Available Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018/2019</td>
<td>$800,000*</td>
</tr>
<tr>
<td>2019/2020</td>
<td>$3,000,000*</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,800,000</strong>*</td>
</tr>
</tbody>
</table>

* Approximate amounts

The available funds are subject to change.

2. Indirect and allocated cost cannot exceed 15% of actual direct expense.

3. The term of this RFP ends June 30, 2020.

4. Service Contracts may be negotiated and renewed annually, at the discretion of the County.

5. This will be a Net 30 day agreement. Payment will be due in full 30 days after receipt of an appropriate and correct invoice, and the contractor will be reimbursed by County up to approximately 60 days post initial service delivery. Sacramento County DBHS contractors must maintain adequate working capital to cover costs during this period.

6. For the purpose of this RFP, one full time equivalent (FTE) is equal to 40 hours per work week.
E. **ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS**

Those organizations that meet all of the following criteria are eligible to submit a Proposal in response to this RFP. Organizations must:

1. Submit single agency proposals only. No collaborations, partnerships, multi-agency, or fiscal sponsorships proposals will be accepted.
2. Obtain County approval in writing at the time of contract negotiation for subcontracting any portion of the work.
3. Be represented at the Mandatory Proposers’ Conference.
4. Have three (3) or more years of experience providing mental health services and supports to foster youth and foster parents/caregivers. Experience must also include crisis intervention services defined as a service requiring an immediate response for foster youth and foster parents/caregivers experiencing a crisis.
5. Have at least three (3) years of experience collaborating with all of the following: mental health system of care/Mental Health Plans (MHP), school districts, child welfare, law enforcement, court systems, housing resources and health care systems.
6. Have at least three (3) years of experience coaching and training families in conflict resolution and behavior modification skills.
7. Have the ability to submit, meet, and abide by any applicable state, federal, and county laws, statutes, regulations and certifications pertinent and necessary to the operations of an outpatient mental health program at the time of contract execution.
8. Comply with rigorous data collection, reporting, and audits, as required by the County or its funders, with the capability to implement program changes based on findings.
9. Have the ability to comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments.
10. Possess 45 days of working capital.
11. Be in compliance with any outstanding corrective action plan.
12. Be a responsive proposer whose proposal complies with all requirements of the RFP.

F. **MANDATORY PROPOSERS’ CONFERENCE**

1. A Mandatory Proposers’ Conference will be held to discuss the RFP and requirements. Organizations interested in submitting a proposal must have representation at this conference or their proposal will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.
2. The date/time/location of the Mandatory Proposers’ Conference is shown in the RFP timeline.
3. Each organization may have up to three (3) representatives attending.
4. **PLEASE BRING A COPY OF THIS RFP TO THIS MANDATORY PROPOSERS’ CONFERENCE. COPIES WILL NOT BE PROVIDED.**
G. **PROPOSERS’ QUESTIONS**

1. Proposers may ask questions at the Mandatory Proposers’ Conference during the Question and Answer session. Questions that are addressed during the Mandatory Proposers’ Conference Question and Answer session will not be binding.

2. Following the Mandatory Proposers’ Conference, a written Question and Answer document will be emailed to Mandatory Proposers’ Conference attendees. The Questions and Answers document will be provided without identifying the submitters. At the sole discretion of the Division of Behavioral Health Services (DBHS), questions may be paraphrased for clarity.

3. Questions, either written or oral about the RFP, its scope of work, or related processes will **not be accepted prior to the Mandatory Proposers’ Conference**.

4. Questions, either written or oral about the RFP, its scope of work, or related processes will **not be accepted after the Mandatory Proposers’ Conference**.
SECTION II. REQUEST FOR PROPOSAL PROCESS

A. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposal packages are the responsibility of the proposer and shall **not** be chargeable in any way to the County of Sacramento.

2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.

3. All proposals submitted become property of the County and will **not** be returned.

4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.

5. All proposals shall remain confidential and are not subject to the California Public Records Act until contract execution.

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more proposers.

2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.

3. Reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so.

4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.

5. Negotiate changes to proposal submissions.

6. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.

7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.

8. To determine the amount of resources allocated to successful proposers.

9. Require information in addition to the proposal for further evaluation, if necessary.

10. To check with references and share any information it may receive with the evaluation committee.

11. Require successful proposers to sign a County contract.

12. To make the final determination of the requirement for the report of internal controls to be included with the financial statements.

13. To conduct evaluation and as a result make changes to various aspects of the program.
C. SCREENING CRITERIA

1. Organizations proposal packets received by the deadline (from organizations with a representative at the mandatory proposers’ conference) will be screened for RFP requirements.

2. The following Proposal Packet Exhibits will be screened:

   a. Application (Exhibit B) shall be screened to determine whether the organization meets criteria as stated in Section I, E. Eligibility to Apply/Minimum Requirements.

   b. Insurance requirements screening criteria can be found in Exhibit C. If the County finds a problem with the proposers’ insurance submission, the proposer will have until the date shown in the RFP timeline to submit any required documentation to the county. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

   c. Resolution by the Organization’s Board of Directors sample can be found in Exhibit D. If the County finds an error with the proposer’s board resolution, the proposer will have until the date shown in the RFP timeline to submit correction. Proposers will be notified via e-mail regarding any errors in the Board Resolution.

   d. Independent Audited Financial Statement screening criteria can be found in Exhibit J.

   e. Staffing Detail, Budget Template, and Budget Narrative screening criteria can be found in Exhibit K.

3. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the Proposal. Proposers will be notified of disqualification by the date shown in the RFP timeline. A proposer may protest screening disqualification by following the rules found in the Section II, Request for Proposal Process, E. Opportunity to Protest.

D. RATING PROCESS: GENERAL

1. Those proposals that meet minimum requirements as noted above will be included in an evaluation and selection process. The proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The Evaluation Committee will recommend the highest rated proposal to the DHS Director. The DHS Director will make final recommendation for the proposer selection to the Board of Supervisors. The DHS Director may recommend a proposer that is not the highest rated and provide justification for his recommendation to the Board of Supervisors.

2. Recommendation for the awards is contingent on successful resolution of any protests, which would otherwise restrict or limit such award.

3. After a notice of the recommended award has been posted in the DHS office, a notice of the recommendation for the award will be emailed to all proposers by the date shown in the RFP timeline.

4. A minimum score of 70% is required to pass the evaluation. If the minimum score is not met, the proposer will be rejected. Scoring will be as follows:

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Statement</td>
<td>60</td>
</tr>
<tr>
<td>Budget</td>
<td>15</td>
</tr>
<tr>
<td>Narrative</td>
<td>100</td>
</tr>
<tr>
<td>Start-Up Work plan</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
</table>
E. OPPORTUNITY TO PROTEST

1. Any proposer wishing to protest disqualification in the screening process or the proposed award recommendation must submit a written letter of protest. Submit such a letter by the date shown in the RFP timeline. Any protest shall be limited to the following grounds:

   a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them, and/or

   b. Proposals were not evaluated and/or recommendation for awards were not made in the following manner:

      i. All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or

      ii. All proposers meeting the screening requirements were submitted to an Evaluation Committee which evaluated proposals using the criteria specified in the RFP; and/or

      iii. Proposer judged best qualified by the Evaluation Committee was recommended to the Director of DHS for award; and/or

      iv. The County correctly applied the standards for screening for eligibility requirements or evaluating the proposals as specified in the RFP.

2. The written letter of protest of the proposed awards must reference the title of this RFP and be submitted by mail or email to:

   Sacramento County Department of Health Services
   Attn: Director
   7001-A East Parkway, Suite 1000
   Sacramento, CA 95823
   Email: DHS-Director@saccounty.net

   Protest letters must be received at the above address by the date shown in the RFP timeline. Postmarks will not be accepted as meeting the deadline requirement. Faxes will not be accepted. Oral protests will not be accepted. It is the proposer’s responsibility to ensure receipt of delivery to the above address by the date, time and place specified above and in the timetable. Protests will not be accepted after the deadline specified. Protest letters must clearly explain the failure of the County to follow the rules of the RFP as discussed above in Section E.

3. All written protests shall be investigated by the Director of DHS, or his designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

F. COMMENCEMENT OF WORK

1. Contract shall not be executed until after DHS has obtained Sacramento County Board of Supervisors approval for the contract.

2. The successful proposer shall be required to sign a Sacramento County contract. The successful proposer must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.
3. The successful proposer will **not** be allowed to begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed contractor and Sacramento County.

G. **CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES**

Attachment 1 is the County’s Staff Registration Policy and Procedure.

Attachment 2 is a sample of the County’s agreement boilerplate. The attached boilerplate applies to agencies registered with the Secretary of State in California. Other boilerplates may vary.

Attachment 3 is a sample of the County’s additional provisions to the agreement.

Attachment 4 is the County’s Good Neighbor Policy.
SECTION III. PROPOSAL SUBMISSION

A. PROPOSAL PACKAGE

Proposals must include the following Exhibits A. through N. in the order specified below: (See referenced exhibits for complete instructions.)

1. Exhibit A. Proposal Package Checklist: All items included in the Proposal package must be submitted in the order listed on the Proposal Package Checklist. The Checklist must be submitted with the Proposal.

2. Exhibit B. Application/Certification of Intent to Meet RFP Requirements: The Application/Certification of Intent must be completed with original authorized signature and submitted as part of the Proposal package. The Application form will be provided electronically.

3. Exhibit C. Insurance Requirements: Proposers are required to obtain and maintain insurance according to Sacramento County Insurance requirements. Proposal packets must include the proposer’s standard certificate of insurance showing current coverages and/or written evidence that the proposer will be able to have the required insurance in place before a contract is signed and services commence.

4. Exhibit D. Resolution by the agency’s Board of Directors: Resolutions from the proposer’s Board of Directors, allowing submission of the Proposal, must be submitted with original signature(s).

5. Exhibit E. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support): When Proposers submit a bid, proposal or other offer to provide goods or perform services for or on the behalf of the County, Proposers must complete and submit Certification with an original signature.

6. Exhibit F. Certification Regarding Debarment and Suspension: Proposers agree to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that 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. Proposers must submit Certification with an original signature as part of the Proposal.

7. Exhibit G. Statement of Compliance with Sacramento County Good Neighbor Policy: Proposers are required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy.

8. Exhibit H. Assurance of Cultural Competence Compliance: Proposers are required to comply with the Assurance of Cultural Competence Compliance requirements. The proposer must complete and submit an original signed certification.
9. **Exhibit I. Statement of Compliance: Quality Management and Compliance:** Proposers agree to comply with Quality Management regulations and develop a Policy and Procedure to ensure compliance. Proposers must complete and submit Statement of Compliance with an original signature as part of the Proposal package.

10. **Exhibit J. Independent Audited Financial Statement:** Proposers must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant, for a fiscal period not more than 24 months old at the time of submission.

11. **Exhibit K. Budget:** Proposers must submit a Budget as described in the RFP. The Budget forms will be provided electronically.

12. **Exhibit L. Proposal Narrative:** The proposal narrative must enable an evaluation committee to determine whether the written proposal narrative meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete.

13. **Exhibit M. Organizational Chart:** Proposers must submit a current organizational chart that includes the placement of the program as described in this RFP.

14. **Exhibit N. Start-Up Work Plan:** Start-up Work Plan Template must be completed as part of the Proposal package. Start-Up Work Plan will be provided electronically.

**B. PROPOSAL SUBMISSION REQUIREMENTS**

1. All exhibits in the Proposal package must be submitted:
   a. On single sided, standard white paper, 8 ½ inches by 11 inches in size, 3-hole punched
   b. With each page clearly and consecutively numbered, beginning with the Proposal Package Checklist (Exhibit A) as page 1
   c. Using a binder clip for each copy of the Proposal in the upper left corner, please do not staple

2. Proposal Narrative (Exhibit L) must be submitted:
   a. Double spaced, with 1 inch margins, using at least 12 point Arial or Times New Roman font
   b. State the question prior to providing a response
   c. With each question in the proposal narrative beginning on a new page
   d. The maximum page requirements include statement of the question and response to that question. Portions of responses that exceed the maximum page allowance will not be reviewed by the evaluation committee.

3. The inclusion of elaborate artwork, expensive paper, binders and bindings, expensive visual or other presentations as part of the proposal package are neither necessary nor desired and will not be rated or scored

4. All proposals must be submitted in the order specified in the Proposal Package Checklist (see Exhibit A)

5. The proposal must be submitted in the legal entity name of the organization and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the original signature of an individual authorized by the corporation’s board of directors. **Signature facsimile stamps will not be accepted.**
6. An original proposal with all original signatures, and copies (as required – see Exhibit A, Proposal Package Checklist) of the proposal must be enclosed in a sealed envelope or box bearing the clearly visible name and address of the proposer and plainly marked:

   “SEALED BID - PROPOSAL FOR SACRAMENTO COUNTY DHS, Foster Family Urgent Response System, RFP No. MHSA/057”

   BIDS THAT ARE NOT SEALED WILL NOT BE ACCEPTED.

7. Proposals must be received either by certified mail, FED EX, UPS or by personal delivery to:

   Julie Leung, LCSW, Human Services Program Planner
   Department of Health Services/Division of Behavioral Health Services
   7001-A East Parkway, Suite 800, Sacramento, CA 95823

8. Proposals not received by 5:00 pm (PST) on the date shown in the RFP timeline at the above address will be rejected. Proposals received by any other office will not be accepted. It is the responsibility of the proposer to submit the proposal package by the time and date to the address specified above.

9. Faxed or emailed submissions will not be accepted

10. A postmark will not be accepted as meeting the deadline requirement

11. DHS/DBHS will reject any proposal not meeting ALL RFP requirements
EXHIBIT A: PROPOSAL PACKAGE CHECKLIST

The Proposal Package Checklist must be completed and submitted with your proposal package. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete. Include one (1) original proposal with items 1-11. Include 15 copies with items 12-14 ONLY.

CHECKBOX ITEMS

Provide 1 copy of Items 1-11 below

☐ 1. Proposal Package Checklist (see Exhibit A)
☐ 2. Application/Intent to Meet RFP Requirements (see Exhibit B)
☐ 3. Certificate(s) of Insurance, documenting current coverage (see Exhibit C)
  ☐ General Liability: $2,000,000
  ☐ Automobile Liability: $1,000,000
  ☐ Worker’s Compensation/Employers Liability: Statutory/$1,000,000
  ☐ Professional Liability or Errors and Omissions Liability: $1,000,000
  ☐ Sexual Molestation & Abuse: $250,000/$1,000,000 (per person or occurrence/annual aggregate)
  ☐ Cyber Liability including Identity Theft, Information Security and Privacy Injury: $1,000,000 per claim or incident and $1,000,000 aggregate

--OR--
☐ Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements

☐ 4. Resolution by the agency’s Board of Directors (see Exhibit D)
☐ 5. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (See Exhibit E)
☐ 6. Certification Regarding Debarment and Suspension (see Exhibit F)
☐ 7. Statement of Compliance with Sacramento County Good Neighbor Policy (see Exhibit G)
☐ 8. Assurance of Cultural Competence Compliance (see Exhibit H)
☐ 9. Statement of Compliance Quality Management and Compliance (see Exhibit I)
☐ 10. Independently Audited Financial Statement (see Exhibit J)
☐ 11. Budget (see Exhibit K)

Provide 15 copies of Items 12-14 below

☐ 12. Narrative (see Exhibit L)
☐ 13. Organizational Chart (see Exhibit M)
☐ 14. Start-Up Work Plan (see Exhibit N)

SUBMISSION STANDARDS

Use this list to check your Proposal for compliance with screening requirements

☐ Original proposal, identified as original
☐ Original signatures on ALL documents in original proposal
☐ The original proposal is secured/bound with binder clip
☐ Fifteen (15) copies of items 12-14; each copy is secured/bound with binder clip
☐ Proposal package submitted in sealed container
☐ Proposal package submitted by 5:00pm (PST) on date shown in RFP timeline
☐ All documents meet format and content requirements
☐ Independently Audited Financial Statement not more than 24 months old
☐ Insurance requirements met
☐ Attended Mandatory Proposers’ Conference
EXHIBIT B: FOSTER FAMILY URGENT RESPONSE SYSTEM (FFURS) RFP No. MHSA/057
APPLICATION INSTRUCTIONS

Proposers are required to complete Exhibit B, RFP No. MHSA/057 Application/Certification of Intent to Meet RFP Requirements. The application is a Portable Document Format (PDF) with fillable fields; the proposal will be included in an email sent to the Mandatory Proposers’ Conference attendees.

Proposers must:
1. Respond to all sections of the form
2. Concisely include applicable, essential, and specific information
3. Not alter, delete, or otherwise change any section in the form
4. Print a hard copy and include it in your organization’s proposal packet with original authorized signature.
EXHIBIT B: FOSTER FAMILY URGENT RESPONSE SYSTEM REQUEST FOR PROPOSAL No. MHSA/057 PROPOSAL/CERTIFICATION OF INTENT TO MEET RFP REQUIREMENTS

For the purposes of this document, the proposer is defined as the organization

Instructions: Proposers must: A) Respond to all sections of the form; B) Concisely include applicable, essential, and specific information; attach supplementary sheets as necessary; C) Not alter, delete, or otherwise change any section in the form; D) Print a hard copy and include it in your organization’s Proposal packet with original authorized signature.

A. ORGANIZATION’S INFORMATION

<table>
<thead>
<tr>
<th>1. Organization Name</th>
<th>2. Federal Tax ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Organization Address

4. Parent Corporation Name

5. Parent Corporation Address

6. Contact Person & Title | Phone | Email
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Person/Title Authorized (per Board Resolution) to sign on organization’s behalf | Phone | Email
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Number of years organization has been in business under present business name:

9. List contracts, for mental health services and supports programs serving current and former foster youth, ages 0-21, and their foster parents/caregivers, that were successfully completed in the past three (3) years:

<table>
<thead>
<tr>
<th>Contract Term(s) (ex: 2013-2014)</th>
<th>Legal Contract Name</th>
<th>Service Description</th>
<th>Fund Source(s)</th>
<th>Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10. List contracts that were terminated prior to end of term in the past three (3) years. Attach supplementary sheets if necessary.

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>Legal Contract Name</th>
<th>Service Description</th>
<th>Fund Source(s)</th>
<th>Contract Value</th>
<th>Reason for Termination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. List active contracts or other commitments (e.g. consulting arrangements). Attach supplementary sheets if necessary.

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>Legal Contract Name</th>
<th>Service Description</th>
<th>Fund Source(s)</th>
<th>Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. Describe any litigation involving the organization and/or principal officers thereof. Please include details about resolution/conclusion.
### 13. Does the organization hold financial interest in any other business?

If yes, list business(es):

### 14. Does the organization hold a controlling interest in any other organization?

If yes, list organization(s):

### 15. Is the organization owned or controlled by any other person or organization?

If yes, list person(s) or organization(s):

### 16. List name of persons with whom the prospective organization has been associated in business as partners or business associates within the past three (3) years:

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Date</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### B. ORGANIZATION’S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

1. Organization is submitting a single agency proposal only. (NOTE: No collaborations, partnerships, multi-agency, or fiscal sponsorships proposals will be accepted.)

2. Organization will obtain County approval in writing at the time of contract negotiation for subcontracting any portion of the work?

3. Organization representative(s) was represented at the RFP MHSA/057 Mandatory Proposers’ Conference?

   Name(s) of organization’s representative(s) in attendance:

4. Organization has at least three (3) years of experience providing mental health services and supports to foster youth and foster parents/caregivers? Experience must also include crisis intervention services defined as a service requiring an immediate response for foster youth and foster parents/caregivers experiencing a crisis.

   How many years?

5. Organization has at least three (3) years of experience collaborating with all of the following: mental health system of care/Mental Health Plans (MHP), school districts,
child welfare, law enforcement, court systems, housing resources, and health care systems?

<table>
<thead>
<tr>
<th>List relevant systems:</th>
</tr>
</thead>
</table>

6. Organization has at least three (3) years of experience coaching and training families in conflict resolution and behavior modification skills?

7. Organization has the ability to submit, meet, and abide by any applicable state, federal, and county laws, statutes, regulations and certifications pertinent and necessary to the operations of an outpatient mental health program at the time of contract execution?

8. Organization will comply with rigorous data collection, reporting, and audits, as required by the County or its funders, with the capability to implement program changes based on findings?

9. Organization will comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments?

10. Organization possesses 45 days of working capital specific to this RFP’s scope of work?

11. Organization is in compliance with any outstanding corrective action plan?

12. Organization is a responsive proposer whose proposal complies with all requirements of the RFP?

**Certification:**

I certify that all statements in this Foster Family Urgent Response System RFP No. MHSA/057 Proposal is true and that all eligibility to apply/minimum requirements in this RFP are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County Department of Health Services to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

I agree to provide the County with any other information the County determines is necessary for the accurate determination of the organization’s qualification to provide services.

I certify that *(Insert Organization Name)* will comply with all requirements specified in the RFP. I agree to the right of the County, state, and federal government to audit *(Insert Organization’s Name)*’s financial and other records.

---

Original Signature of Organization’s Authorized Agent

Date

Print Name/Title
EXHIBIT C: INSURANCE REQUIREMENTS

Following this page is a sample of the insurance exhibit included in Sacramento County agreements. The types of insurance and minimum limits required for any agreement resulting from this RFP are specified in the sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

Your organization’s proposal package should include a standard certificate of insurance showing current coverages. If your organization’s current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered. You must, however, provide written evidence, which must be in the form of a letter from your insurance broker or agent that you will be able to have the required insurance in place before a contract is signed and services commence.

If during the proposal screening for this RFP, the County finds a problem with the proposers’ insurance submission, the proposer will have until the date shown in the RFP timeline to submit any required documentation to the county. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

Certificate holder or additional insured proof is not required as part of this RFP.

If your organization receives a formal contract offer at the completion of this RFP process, and your organization’s current insurance coverage does not meet the insurance requirements of the contract, you must provide proof of the required coverage at the time required by the County or the County has the right to enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP.

In general, the best course is to provide the sample exhibit to your organization’s insurance agent or broker and direct him or her to provide a standard certificate of insurance to certify the coverage currently in force.
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives, or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY’s requirements shall be reasonable, but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. Certificate(s) must clearly state the required types of insurance and the associated limits, including Sexual Molestation and Abuse. Copies of required endorsements must be attached to the provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by County before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete copies of any policy of insurance or endorsements offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. General Liability: Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Sexual Molestation and Abuse, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.


Commercial Automobile Liability: Auto coverage symbol “1” (any auto) for corporate/business-owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.
C. **Workers’ Compensation**: Statutory requirements of the State of California and Employer’s Liability Insurance.

D. **Professional Liability** or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR’s General Liability), appropriate to CONTRACTOR’s profession.

E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

F. **Cyber Liability Including Identity Theft, Information Security and Privacy Injury.** Coverage shall include, but is not limited to: 1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach 2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract. 3. Administrative expenses for forensic expenses and legal services 4. Crisis Management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses. 5. Identity event service expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity event, post event services.

### III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- **General Aggregate**: $2,000,000
- **Products Comp/Op Aggregate**: $1,000,000
- **Personal & Adv. Injury**: $1,000,000
- **Each Occurrence**: $1,000,000
- **Fire Damage**: $100,000
- **Sexual Molestation and Abuse**: $250,000/$1,000,000 (Per person or occurrence/annual aggregate)

B. **Automobile Liability**:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.

2. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

C. **Workers’ Compensation**: Statutory.

D. **Employer’s Liability**: $1,000,000 per accident for bodily injury or disease.

E. Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than $250,000 per person or occurrence and $1,000,000 annual aggregate.
F. Cyber Liability including Identity Theft, Information Security and Privacy Injury: $1,000,000 per claim or incident and $1,000,000 aggregate.

IV. **DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

V. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. **OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy’s renewal ten (10) days in advance of its anniversary date.

3. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. **COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR.
The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.

B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR’s insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR’s insurance and shall not contribute with it.

C. Severability of Interest: CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR’s subcontractor.

VIII. PROFESSIONAL LIABILITY

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

IX. WORKERS’ COMPENSATION

Workers’ Compensation Waiver of Subrogation: The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers’ compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents, or volunteers.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR’s performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.
EXHIBIT D: RESOLUTION NO. __________
BY THE BOARD OF DIRECTORS
**SAMPLE**

WHEREAS, a proposal to request funding for a program of services to be submitted to Sacramento County has been determined to be in the best interest of (NAME OF AGENCY) by its duly constituted Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the persons named below are authorized to submit such a proposal and to negotiate and execute, on behalf of this corporation, any resulting Agreement and any and all documents pertaining to such Agreement, and to submit claims for reimbursement of other financial reports required by said Agreement.

AND FURTHERMORE, that the signatures recorded below are the true and correct signatures of the designated individuals.

AUTHORIZED TO EXECUTE AGREEMENT

TITLE

PRINT NAME

SIGNATURE

AUTHORIZED TO SUBMIT CLAIMS

TITLE

PRINT NAME

SIGNATURE

CERTIFICATION

I certify that I am the duly qualified and acting Secretary of (NAME OF AGENCY), a duly organized and existing (NATURE OF BUSINESS). The foregoing is a true copy of a resolution adopted by the Board of Directors of said corporation, at a meeting legally held on (DATE) and entered into the minutes of such meeting, and is now in full force and effect.

DATE

PRINT NAME

SIGNATURE
EXHIBIT E: COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
CHILD, FAMILY AND SPOUSAL SUPPORT

COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with which the County does business:

CONTRACTOR hereby certifies that either:

☐ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
☐ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
☐ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
☐ (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (866) 901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

CONTRACTOR NAME

Printed Name of person authorized to sign ____________________________

Signature ____________________________ Date ____________________________
EXHIBIT F: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

EXHIBIT ___ to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
«CONTRACTORNAME»,
hereinafter referred to as “CONTRACTOR”

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that 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.

I. (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:
   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   2. Have not within a three (3)-year period preceding this proposal 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 Proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
   5. Shall notify COUNTY 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.

BY: _________________________________ DATE: ______________

Sacramento County DHS/DBHS: RFP No. MHSA/057 | EXHIBIT F
EXHIBIT G: STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY GOOD NEIGHBOR POLICY

CONTRACTORS SUBMITTING PROPOSALS SHALL CERTIFY THAT:

I. GOOD NEIGHBOR POLICY

A. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
   1. Provision of parking adequate for the needs of its employees and service population;
   2. Provision of adequate waiting and visiting areas;
   3. Provision of adequate restroom facilities located inside the facility;
   4. Implementation of litter control services;
   5. Removal of graffiti within seventy-two (72) hours;
   6. Provision for control of loitering and management of crowds;
   7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
   8. Participation in area crime prevention and nuisance abatement efforts; and
   9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY’s individualized assessment of CONTRACTOR’s facility, services, and actual impacts on the neighborhood in which such facility is located.

B. CONTRACTOR shall identify, either by sign or other method as approved by DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR’s compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement, and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR’s site is located.

E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

Contractor’s continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

_______________________________________  ______________________________________
AGENCY’S NAME                              PRINTED NAME

_______________________________________  ______________________________________
SIGNATURE                                  DATE
EXHIBIT H: ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

DIVISION OF BEHAVIORAL HEALTH SERVICES

ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

This document assures compliance with various federal, state and local regulations, laws, statutes and policies related to culturally and linguistically competent services to diverse populations as outlined in the Sacramento County Division of Behavioral Health Services (DBHS) Cultural Competence Plan Objectives and the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

In a culturally and linguistically competent system, each provider organization shows respect for and responds to individual differences and special needs of the community. Services are provided in the appropriate cultural context and without discrimination related to, but not limited to race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, or physical disability. Culturally competent providers are aware of the impact of their own culture on their relationships with consumers and know about and respect cultural and ethnic differences. They adapt their skills to meet each family’s values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Cultural Competence Definition

*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, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.* (Adapted from Cross, et al., 1989)

Cultural Competence Guiding Principles

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial and ethnic disparities in the delivery of quality mental health and substance use disorder services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service and should be incorporated into all aspects of policy-making, program design, administration, service delivery, data collection and outcome
measurement. The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities.

- **Commitment to Cultural Competence and Health Equity**
  - Address cultural competence at all levels of the system including policy, programs, operations, treatment, research and investigation, training and quality improvement. (CLAS Standard 1)
  - Demonstrate commitment to cultural and linguistic competence in all agency policy and practice documents, including the mission statement, statement of values, strategic plans, and policy and procedural manuals. (CLAS Standard 2)
  - Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them. (CLAS Standards 8 & 6)

- **Identification of Disparities and Assessment of Needs and Assets**
  - Collect, compile and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS Standard 11)
  - Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. (CLAS Standard 12)

- **Implementation of Strategies to Reduce Identified Disparities**
  - Develop, implement, and monitor strategies for elimination of identified disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on disparities. (CLAS Standard 9)
  - Utilize a quality improvement framework to monitor and evaluate Cultural Competence Plans and disparity elimination activities, and share improvement targets and progress with stakeholders. (CLAS Standards 10 & 15)

- **Community Driven Care**
  - Develop formal and informal relationships with community members, community organizations, and other partners to maximize the delivery of effective culturally, ethnically and linguistically appropriate care, and monitor the outcomes of these partnerships. (CLAS Standard 13)
    - Ensure representation of consumers, individuals with lived mental health/behavioral health experience; family members of a consumer; children; youth; parent/caregivers of youth with serious emotional disturbance; and representatives from unserved/underserved/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body/committee to develop service delivery and evaluation (with a recommended minimum of 50%).
  - Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to cultural competence planning, implementation, monitoring and evaluation. Create and utilize culturally and
linguistically appropriate conflict grievance resolution processes. (CLAS Standard 14)

- **Workforce Development**
  - Establish workforce recruitment strategies that ensure adequate levels of consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities, self-care strategies to address stress and micro-aggressions, and other retention efforts. Develop corrective measures to address severe shortages impacting ability to serve county populations (WIC 4341, CLAS Standard 3).
  - Provide ongoing cultural competence and quality improvement training to consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) in order to effectively address the needs of cultural, racial and ethnic populations, including linguistic capability. (CCR Title 9 Section 1810.410, CLAS Standards 4 & 7)

- **Provision of Culturally and Linguistically Appropriate Services**
  - Ensure access to culturally and linguistically appropriate services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices) and offer language assistance at no cost to them, for all diverse unserved, underserved and inappropriately served populations by making them: available, accessible, acceptable, accommodating, and sensitive to historical, cultural, spiritual and/or religious experiences, values, and traditional healing practices and ceremonies. (CLAS Standards 1 & 5)
  - Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial and ethnic populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services, e.g. evenings/weekend hours and in less stigmatizing settings (primary care, faith-based organizations, community organizations, etc.

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members…” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

CONTRACTOR hereby agrees that it shall comply with the principles and guidelines set forth as outlined above, and shall:
1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to
work respectfully and effectively with clients and each other in a culturally diverse work
environment. Support evidence-based, community-defined, promising and emerging
practices that are congruent with ethnic/racial/linguistic/cultural group belief systems,
cultural values, traditional healing practices, and help-seeking behaviors. Support the
county’s goal to reduce disparities to care by increasing access, decreasing barriers, and
improving services for unserved, underserved, and inappropriately served communities.
   - Provide an emotional environment that ensures people of all cultures, ages, sexual
     orientation, gender identity, and gender expression feel welcome and cared for.
     This shall include: respect for individual preferences for traditional healing
     practices, alternative, spiritual and/or holistic approaches to health; a reception staff
     that is proficient in the different languages spoken by clients; bilingual and/or
     bicultural clinical staff that is knowledgeable of cultural and ethnic differences,
     needs, and culturally accepted social interactions and healthy behaviors within the
     client’s family constellation or other natural support system and is able and willing
     to respond to clients and their natural support system in an appropriate and
     respectful manner.

2. Have a comprehensive management strategy to address culturally and linguistically
appropriate services, including strategic goals, plans, outcomes, evaluation, policies,
procedures, and designated staff responsible for implementation.
   - As outlined in the Sacramento County Division of Behavioral Health Services
     Cultural Competence Plan Objectives:
     Ensure progress in the delivery of culturally competent services through the
     biennial completion and analysis of a system-wide Agency Self-Assessment of
     Cultural Competence.

3. Develop and implement a strategy to recruit, retain and promote qualified, diverse
   culturally and linguistically competent administrative, clinical, and support staff, reflective
   of the community, that are trained and qualified to address the needs of the racial and ethnic
   communities being served.
   - As outlined in the Sacramento County Division of Behavioral Health Services
     Cultural Competence Plan Objectives:
     Increase the percentage of direct service staff by 5% annually to reflect the racial,
     cultural and linguistic makeup of the county until the makeup of direct services
     staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty
     population.

4. Require and arrange for ongoing education and training for administrative, clinical, and
   support staff in culturally and linguistically competent service delivery. In addition to
   ensuring that staff members participate in required cultural competence trainings offered
   by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall
   provide cultural competence training to all employees.
   - As outlined in the Sacramento County Division of Behavioral Health Services
     Cultural Competence Plan Objectives:
75% of direct service (including ADS) staff and supervisors will have completed the California Brief Multicultural Competence Scale (CBMCS) and/or equivalent cultural competence training approved by DBHS.

5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services at no cost to the client.

6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.

7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
   - Create a physical environment that ensures people of all cultures, ages, sexual orientation, gender identity and gender expression feel welcome and cared for. This shall include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Sacramento County; providing reading materials, resources, and magazines in varied languages that are at appropriate reading levels and are suitable for different age groups, including children and youth; considering cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or nonclinical encounters.
   - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives: Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.

9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved and inappropriately served communities at every step of program planning, implementation, outcome measurement and evaluation. Collaborate with diverse cultural, racial, ethnic, LGBTQ, and emerging refugee communities to learn more about how they define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.
Dissemination of these Provisions: CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

______________________________________
Contractor (Organization Name)

______________________________________
Signature of Authorized Representative

______________________________________
Name of Authorized Representative (Printed)

______________________________________
Date

______________________________________
Title of Authorized Representative
EXHIBIT I: STATEMENT OF COMPLIANCE WITH QUALITY MANAGEMENT AND COMPLIANCE

IF AWARDED THE CONTRACT, the proposer will be required to comply with all applicable items below in conformity with the program being implemented:

Quality Management and Compliance policies and procedures and internal administrative controls are critical to prevent fraud, abuse and ensure appropriate quality of care, billing accuracy and fiscal integrity.

QUALITY MANAGEMENT:
Demonstrate ability to:
1. Meet site certification standards for State/County and funding sources for delivering services.
2. Analyze, resolve and respond to consumer grievances and complaints and County time sensitive requests for corrective actions.
3. Establish and track selected benchmarks and work plans meaningful to County Quality Management, agency and program quality improvement goals.
4. Conduct internal utilization review and participate in county utilization review/peer review processes.
5. Participate in system wide or community Quality Improvement Committees and other quality improvement studies and system-wide activities.
6. Monitor quality or client care in all elements of program design.
7. Establish internal protocols for reporting and responding to critical incidents, conducting appropriate follow-up investigations and plans of correction.
8. Designate qualified individuals to manage and prepare internal and external clinical reviews, audits and follow-up actions.

COMPLIANCE:
1. Demonstrate evidence of a Compliance Program to meet federal, state or regulatory requirements depending on the funding source.
2. Designate qualified individuals to manage key elements of agency Compliance Program and interface with County Compliance Program and complete follow-up actions.
3. Initiate and conduct agency level reporting, training, and education plan to meet federal, State and County Compliance Program requirements.
4. Develop and oversight procedures to monitor clinical documentation and billing accuracy.
5. Delineate designated internal controls to validate, crosscheck and correct staff billing and clinical privileges and service authorization accuracy.
6. Develop administrative systems and controls to monitor staff qualifications, enroll and disenroll staff in accordance with privileges and professional regulatory bodies (Office of the Inspector General (OIG), National Practitioners Database (NPDB).
7. Ensure site certification standards are continuously maintained in accordance with State / County and funding source requirements.

By my signature I certify that my agency is able to comply with Quality Management and Compliance reference listed above.

____________________________________  ________________________________________
DATE                          PRINT NAME
____________________________________  ______________________________
SIGNATURE
EXHIBIT J: INDEPENDENT AUDITED FINANCIAL STATEMENT

1. Independent Audited Financial Statement Instructions: Proposers must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant, for a fiscal period not more than 24 months old at the time of submission. Use of generally accepted accounting principles (GAAP) is required. The demonstration of the organization’s financial stability will be screened then evaluated. If the audit is of a parent firm, the parent firm shall be party to the contract.

   If the total budget amount of the proposal, plus the total of all the agency’s existing contracts with DHS is less than $150,000, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA, and must be for a fiscal period of not more than 24 months old at the time of submission.

2. Independent Audited Financial Statement (Exhibit J) that is not more than 24 months old at time of submission will be screened by the Department’s Accounting Manager for:
   a. No adverse auditor opinion
   b. No disclaimer of auditor opinion
   c. No going concerns/issues

   The RFP allows for communication between the proposer, the CPA who prepared the financial statement, and the Department’s Accounting Manager. This communication includes additional documentation and reports to be provided to the Department’s Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

3. Once screened, the Independent Audited Financial Statement will be rated on:
   a. Liquidity ratios
      i. Current (current assets divided by current liability)
      ii. Quick (equal to cash plus government securities plus accounts receivable divided by total current liabilities)
   b. Leverage ratio: Debt ratio (total liability divided total assets)
   c. Working capital: Total current assets minus total current liabilities

4. Maximum possible points: 60 points.
1. Instructions for completing Staffing Detail, Budget Template and Budget Narrative:
   a. Proposers are required to complete a 6-month start-up budget for Year 1: Fiscal Year (FY) 2018-19 and a 12-month budget for Year 2: FY 2019-20 (Exhibit K) that includes the Staffing Detail, Budget Template, and Budget Narrative. Print hard copies of all documents and include them in your proposal packet. The budget is an Excel spreadsheet; the spreadsheet will be included in an email sent to the Mandatory Proposers’ Conference attendees.
   b. The amounts identified in the Staffing Detail sheet automatically calculate and carry over to the Budget sheet.
   c. Round all expenditures to the nearest whole dollar.
   d. Provide detailed information for each line item in the budget and justification of expenses listed in each major category in the Budget Narrative. Identify one-time expenditures.

2. Budget Screening: Budget will be screened to verify that:
   a. Total proposed budget for services does not exceed total available funds for each FY.
   b. Proposed indirect/allocated costs for services do not exceed 15% of proposed salary/benefits, and operating costs.

3. Once screened, the budget will be rated on the inclusion of competitive salaries for direct services staff.

4. Maximum possible points: 15 points
# STAFFING DETAIL

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Fiscal Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Position Classifications</th>
<th>QM Classification</th>
<th>No. of FTEs</th>
<th>Budgeted Compensation per FTE</th>
<th>Budgeted Compensation - County Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROGRAM SERVICE STAFF -- EMPLOYEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Program Service Staff - Employees</td>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROGRAM SERVICE STAFF -- CONTRACTORS</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Program Service Staff - Contractors</td>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PROGRAM SERVICE STAFF COMPENSATION** | 0.00 | $ | - |

---

# ADMINISTRATIVE PERSONNEL COSTS

<table>
<thead>
<tr>
<th>Administrative Personnel Support Positions: (Non-Allocated Positions)</th>
<th>No. of FTEs</th>
<th>Budgeted Compensation per FTE</th>
<th>Budgeted Compensation - County Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Administrative Personnel Support</td>
<td>0.00</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Allocated Positions: Those Shared With Other Programs.</th>
<th>No. of FTEs</th>
<th>Budgeted Compensation per FTE</th>
<th>Budgeted Compensation - County Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>$</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Allocated Positions</td>
<td>0.00</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

**TOTAL ADMINISTRATIVE PERSONNEL COSTS** | $ | - |
## SECTION 1

<table>
<thead>
<tr>
<th>Item</th>
<th>County Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Program Staff - Employees (FORMULA from Staffing Detail)</td>
<td>$</td>
</tr>
<tr>
<td>b. Admin Support - Employees (FORMULA from Staffing Detail)</td>
<td>$</td>
</tr>
<tr>
<td>c. Payroll Taxes</td>
<td>$</td>
</tr>
<tr>
<td>d. Employee Benefits</td>
<td>$</td>
</tr>
<tr>
<td>e. Program Contracted Staff (FORMULA from Staffing Detail)</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL PROGRAM SERVICES PERSONNEL EXPENSES (FORMULA)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

## SECTION 2

### 2. OPERATING EXPENSES

- Use your General Ledger if available. The following key categories should be included:

  a. Occupancy expenses
  b. Office expenses
  c. Equipment Leases
  d. Computer Lab and IT support
  e. Phone and Internet Service
  f. Travel, transportation and mileage for staff members and volunteers.
  g. Professional services
  h. Other Operating Expenses
  i. Insurance
  j. Training and conferences. The training budget should match your training plan.

**TOTAL PROGRAM SERVICES OPERATING EXPENSES (FORMULA)**

## SECTION 3

**TOTAL PROGRAM SERVICES EXPENSES (FORMULA)**

## SECTION 4

### 4. OVERHEAD AND ALLOCATED COSTS

- Allocated Positions (FORMULA from Staffing Detail)
  - $ 
- Other allocated expenses. Provide explanation of allocation methodology in budget narrative
  - $ 
- Other INDIRECT expenses. Itemize and provide explanation in budget narrative.
  - $ 

**TOTAL ALLOCATED COSTS (NOT TO EXCEED 15% OF SECTION 3 (FORMULA))**

## SECTION 5

**5. TOTAL PROPOSED BUDGET (FORMULA)**

- $
## Budget Narrative

**Organization Name:**

**Fiscal Year:**

### PROGRAM SERVICE PERSONNEL EXPENSES

<table>
<thead>
<tr>
<th>a. Personnel Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Payroll Taxes</td>
</tr>
<tr>
<td>c. Employee Benefits</td>
</tr>
<tr>
<td>d. Program Services Contracted Staff</td>
</tr>
</tbody>
</table>

### PROGRAM SERVICE OPERATING EXPENSES

Use your General Ledger if available. List major categories and include brief explanations of expenses listed in each major category.

<table>
<thead>
<tr>
<th>a. Rent and security for program site</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Office expenses including supplies needed for program operation, paper, pens, ink cartridges, medical file folders, file storage and maintenance, office equipment, paper shredding, etc.</td>
</tr>
<tr>
<td>c. Equipment leases for copier and scanner</td>
</tr>
<tr>
<td>d. IT support and maintenance including repair and replacement of servers, computers and laptops, costs for offsite storage of servers in a secure location</td>
</tr>
<tr>
<td>e. Phone and internet services for landlines, cellphones and WiFi</td>
</tr>
<tr>
<td>f. Travel, Transportation, and Mileage; All clinical program staff are reimbursed for mileage to provide community-based services.</td>
</tr>
<tr>
<td>g. Professional services for annual independent audit required for contract compliance.</td>
</tr>
<tr>
<td>h. Medical waste disposal, injection supplies and related medical supplies.</td>
</tr>
<tr>
<td>i. Insurance coverage for general liability, auto, professional liability, worker’s compensation, sexual misconduct, cyber security</td>
</tr>
<tr>
<td>j. Training plan includes costs for training programs, workshops, partial funding for licensure exams and resources.</td>
</tr>
<tr>
<td>k. Utilities include electricity and gas.</td>
</tr>
</tbody>
</table>

### ALLOCATED COSTS

<table>
<thead>
<tr>
<th>a. Allocated Administrative Salaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Payroll Taxes and Benefits - Allocated Administrative Salaries</td>
</tr>
<tr>
<td>c. Other allocated expenses - Provide explanation of allocation methodology.</td>
</tr>
<tr>
<td>d. Other indirect expenses. Provide explanation.</td>
</tr>
</tbody>
</table>
EXHIBIT L: PROPOSAL NARRATIVE

<table>
<thead>
<tr>
<th>Narrative for Foster Family Urgent Response System (FFURS)</th>
<th>RFP NO. MHSA/057</th>
</tr>
</thead>
<tbody>
<tr>
<td>MHSA Five Essential Elements should be apparent and embedded in all responses as organizations will be rated on their competencies in all of these critical areas.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Areas to be addressed:</th>
<th>Proposers will be rated on:</th>
<th>Maximum Pages</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Experience</td>
<td>Clarity and completeness of response; quality and relevance of experience that demonstrates the organization’s understanding, ability and capacity to provide trauma informed care and services as defined in the RFP’s scope of work; understanding that program successes are predicated on the development of a framework for quality measures, and understanding that they have direct impact on desired client outcomes and effective and improved quality of care.</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>II. Program Design: Call-in System, Face-to-Face Response, Follow-up Services, and Youth Advisory Committee</td>
<td>Clarity and completeness of response; demonstrated understanding of the population to be served and services as defined in this RFP’s scope of work; objectives and goals as defined in the scope of work; understanding of trauma informed care; strategies and clinical interventions are cultural, linguistically responsive; understanding of strategies and interventions that supports placement stability and prevents future crises; understanding of and incorporation of MHSA Five Essential Elements in all aspects of services.</td>
<td>4</td>
<td>20</td>
</tr>
</tbody>
</table>

- Describe your organization’s experience and knowledge as it relates to delivering the scope of services as defined in this RFP.
- Describe how your organization exemplifies the values of a trauma informed system. Describe the trauma informed approach and interventions your organization implements in service delivery.
- Describe three (3) of your organization’s most important program successes and demonstrate how they relate to the scope of services as defined in the RFP. Include outcomes that support program successes relevant to the scope of work as defined in this RFP.

- Describe the Foster Family Urgent Response System (FFURS) Program 24/7/365 call-system, mobile face-to-face response, follow-up, and Youth Advisory Committee your organization will provide as described in this RFP’s scope of work. Description should include the following:
  - How your organization will operationalize the 24/7/365 call system.
  - What trauma informed and trauma specific strategies and interventions will be used to screen and triage calls.
C. Triaging methodology that determines when a crisis can be managed on the phone verses deploying program staff to respond face-to-face immediately or face-to-face response within 24 hours.

D. Trauma specific strategies and interventions that will be used that address the needs of foster youth and their foster parents/caregivers.

E. How your organization will ensure staff safety and timely response.

F. How your organization will provide follow-up services and coordination of care. Include what youth serving systems and organizations that your program staff will coordinate. Include how your organization will coordinate with Child Welfare or Probation case carrying staff.

G. Methodology in determining when to initiate an emergency CFT. Include how your organization will initiate and participate in emergency CFTs.

H. How your organization will ensure HIPAA compliance.

I. How your organization will establish and maintain a youth advisory committee. Include strategies that will be used to recruit and retain youth for the youth advisory committee participation.

III. Vignettes
   A. Describe how your program staff would intervene when deployed to home where a six (6) year old is actively destroying property and screaming while ignoring your staff’s verbal prompts.

   Clarity and completeness of response; demonstrated understanding of the population to be served and services as defined in this RFP’s scope of work; objectives and goals as defined in the scope of work; understanding of trauma informed care; strategies and clinical interventions are cultural, linguistically responsive;
<table>
<thead>
<tr>
<th>Areas to be addressed:</th>
<th>Proposers will be rated on:</th>
<th>Maximum Pages</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. It is 9 pm on a Monday and a call is received from an FFA foster home. Their foster parent has three (3) foster siblings in her care. The foster children include a three year old boy, six year old boy, and 17 year old girl. The foster parent states, “I’ve about had it with these kids!!! I don’t think I can be a foster parent anymore. They are rude, disrespectful and won’t eat anything I cook!!” Describe each staffs’ role from initial call from FFA foster home, face-to-face intervention, coordination of care, and follow up.</td>
<td>understanding of strategies and interventions that supports placement stability and prevents future crises; understanding of and incorporation of MHSA Five Essential Elements in all aspects of services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV. Propose and describe additional program services your organization will provide that offers the following:</td>
<td>Clarity and completeness of response; demonstrated understanding of the population to be served and services as defined in this RFP’s scope of work; objectives and goals as defined in the scope of work; understanding of trauma informed care; strategies and clinical interventions are cultural, linguistically responsive; understanding of strategies and interventions that supports placement stability and prevents future crises; understanding of and incorporation of MHSA Five Essential Elements in all aspects of services.</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>A. Use of social media to outreach and engage foster youth or former foster youth who are experiencing a mental health crisis.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Peer mentoring, youth and family support and advocacy for foster youth and their foster parents/caregivers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Temporary relief for foster youth and/or their foster parents/caregivers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Opportunities for foster youth to participate in normative youth activities.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>V. Staffing</td>
<td>Clarity and completeness of response; understanding of staff positions, job descriptions, qualifications, characteristics, FTE status, as it relates to the delivering quality and effective services as defined in this RFP’s scope of work; understanding the value of hiring staff with lived experience; understanding the value of hiring staff that reflect the cultural and ethnic diversity of Sacramento</td>
<td>5</td>
<td>20</td>
</tr>
</tbody>
</table>
### Areas to be addressed:

<table>
<thead>
<tr>
<th>characteristics of all positions; FTEs, part-time, and/or per diem staff; staff shifts; justification for the staffing model; data from your organization’s experience or other source that supports the model.</th>
</tr>
</thead>
</table>

### Proposers will be rated on:

| County; identifying comprehensive strategies that address staff morale and retention; understanding of and ability to provide comprehensive services for the hours of operation defined in the scope of work. |

<table>
<thead>
<tr>
<th>VI. Sustainability Plan</th>
</tr>
</thead>
</table>

To ensure that this program is sustainable after the RFP period ends, describe your organization’s sustainability plan. Include steps, strategies and timeline your organization will implement to ensure that the program continues beyond the funding period.

| Clarity and completeness of response; demonstrates a commitment to the target population and service provision as defined in this RFP’s scope of work; understanding of the steps, strategies and timeframe involved in sustaining programs. |

<table>
<thead>
<tr>
<th>TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE</th>
</tr>
</thead>
</table>

| 18 | 100 |
Proposers are required to submit a current organizational chart that includes the placement of the new program as described in this RFP. Print hard copies of the document and include it in your organization’s proposal packet. The organizational chart will not be scored but will complement your organization’s narrative.
EXHIBIT N: START-UP WORK PLAN

Proposers are required to complete Exhibit N, Start-Up Work Plan. Print a hard copy of the document and include it in your proposal packet. The work plan is a formatted Word document; the work plan will be included in an email to be sent to the Mandatory Proposers’ Conference attendees. **Identify the action steps for the development and implementation of the program and include how your organization will comply with Sacramento County’s Good Neighbor Policy.** Identify the action steps for the transition from an existing contracted provider to your organization and the development and implementation of the re-organized services. Be specific in what is needed to accomplish the identified tasks throughout the work plan. Proposers will be rated on clarity and completeness of the response; quality, comprehensiveness, organization, and feasibility of the plan; and demonstrates the ability to deliver services within a six (6) month time frame upon contract execution. **Maximum possible points for the Start-Up Work Plan:** 25 points.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action Steps What will be done</th>
<th>Responsibilities Who will complete the action step?</th>
<th>Resources A. Resources available</th>
<th>Resources B. Resources Needed (financial, human, political &amp; other)</th>
<th>Timeline By When? (Day/Month) (based on January 1, 2019 start date)</th>
<th>Potential Barriers</th>
<th>Solution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND/CONTEXT:

Sacramento County Behavioral Health Services Mental Health Plan (MHP) is responsible for assuring that the mental health services provided are commensurate with the scope of practice, training and experience of the staff utilized. Behavioral Health Services - Quality Management (QM) must certify all staff that provides mental health and alcohol and drug services in accordance with Title 9, Welfare and Institution Code, and Business and Professions Code regulations. QM is responsible for issuing a Staff Registration Number when the certification requirements are met. In addition, QM maintains confirmation of licensure for the County staff performing in a licensed position whether or not they provide direct mental health services, even if they do not bill for those services provided.

DEFINITIONS:

Licensed Professional of the Healing Arts (LPHA)

An LPHA is an individual who can function as “Head of Service” on the agency Proposal and possesses a valid California Professional License in one of the following professional categories (California Code of Regulations, Title 9, Division 1, Article 8.):

1. Psychiatrist, Medical Doctor, Psychiatric Resident (Licensed or Unlicensed) (MD)
2. Licensed Clinical Psychologist (PSY)
3. Licensed Clinical Social Worker (LCSW)
4. Licensed Marriage and Family Therapist (LMFT)
5. Licensed Professional Clinical Counselor I (LPCC I)
6. Licensed Professional Clinical Counselor II (LPCC II)*
7. Registered Nurse, Nurse Practitioner, Nurse Practitioner Intern (RN, NP, NPI)*
8. Physician Assistant (PA)*

*Licensed Professional Clinical Counselor II (LPCC II) must verify completion of additional training and education of six semester units or nine quarter units specifically focused on the theory and Proposal of marriage and family therapy or a named specialization or emphasis are on the qualifying
degree in marriage and family therapy, marital and family therapy, marriage, family and child
counseling; or couple and family therapy. In addition, submit proof of no less than 500 hours of
documented supervised experience working directly with couples, families, or children and a minimum
of six hours of continuing education specific to marriage and family therapy, completed in each
licensed renewal cycle. The Board of Behavioral Science must confirm these qualifications have been
met and the LPCC II is to provide a copy of that confirmation to couples and family clients prior to the
commencement of treatments and to Associate Marriage and Family Therapists, LPCC I, and
Associate Professional Clinical Counselors who are gaining the supervised experience necessary to
treat couples and families. Business and Professions Code 4999.20 and California Code of
Regulations, Title 16, Sections 1820.5 and 1820.7.

*Registered Nurse, Nurse Practitioner, Nurse Practitioner Intern (RN, NP, NPI)
  • See Policy and Procedures # QM-03-04-Nurse Practitioner for additional details

*Physician Assistant (PA)
  • See Policy and Procedures # QM-03-09-Physician Assistant for additional details

Licensed Waived
A “waived” individual may function as an LPHA with the exception of “Head of Service”. This
individual is an Associate Marriage and Family Therapist (AMFT), an Associate Social Worker
(ASW), an Associate Professional Clinical Counselor (APCC), Registered Psychologist (RPS) or a
Registered Psychological Assistant (PSB), and is registered with their respective Board and is one
of the following:
  1. An individual with a Master’s Degree who is granted a waiver by the County, which allows
     them to function as an LPHA for up to six years.
  2. An individual with a PhD who has registered with the Board of Psychology and is granted a
     waiver by the State Department of Mental Health*, exception UCD Interns/Fellows. (See
     Business and Professions Code Section 2909)
*See P & P #03-06 Licensure Waiver and Monitoring of Accrued Supervised Hours for details.

Student
A Student Trainee may function as an LPHA throughout the placement time period with
appropriate co-signatures and is one of the following:
  1. “Medical Student Clinical Clerkship” participating in a field trainee placement while enrolled in
     an accredited Medical School. Psychiatrist co-signature required.
  2. “Post Graduate Student” participating in a field trainee placement while enrolled in an
     accredited PhD Psychology program. LPHA- co signature required
  3. “Master’s Level Student” participating in a field trainee placement while enrolled in an
     accredited Masters in Social Work (MSW) or Masters of Art (MA)/Masters of Science (MS)
     Counseling program. LPHA co-signature required.

Licensed Vocational Nurse (LVN)
An LVN possesses a valid California LVN License. Must meet specific criteria to function as “Head
of Service. (See P&P # 04-01 Site Certification for details).

Psychiatric Technician (PT)
A PT possesses a valid California PT License. Must meet specific criteria to function as “Head of
Service.” (See P&P # 04-01 Site Certification for details)

Mental Health Rehabilitation Specialist (MHRS)
An MHRS is an individual who meets one of the following requirements:
  1. Master’s Degree or PhD and two years of full-time/equivalent (FTE) direct care experience in a
     mental health setting.
2. **Bachelor's Degree** and 4 years FTE direct care experience in a mental health setting.
3. **Associate Arts Degree** and six years of FTE direct care experience in a mental health setting. At least two of the six years must be post AA degree experience in a mental health setting.

**FTE Experience may be direct services provided in a mental health setting in the field of:**
1. Physical Restoration
2. Psychology
3. Social Adjustment
4. Vocation Adjustment

**Mental Health Assistant (MHA)**

**MHA-III**: “Mental Health Assistant-III” is an individual with at least four (4) years of full time/equivalent (FTE) direct care experience in the mental health field. Up to two (2) years of education in a mental health or alcohol and drug related field can substitute for years of experience.

1. Four years of FTE direct care experience in a mental health related field providing mental health. Or
2. Two years of FTE direct care experience in a mental health related field providing mental health; and two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a mental health related subject area such as child development, social work, human behavior, rehabilitation, psychology, or alcohol and drug counseling.

**MHA-II**: “Mental Health Assistant-II” is an individual who has at least two (2) years but less than four (4) years of full time/equivalent (FTE) direct care experience in a mental health or related field providing direct mental health. There is no educational requirement.

**MHA-I**: “Mental Health Assistant-I” is an individual who has less than two (2) years of FTE in a mental health related field providing direct mental health. There is no educational requirement.

**Alcohol and Drug Counselor**

**ADS Assistant**: Is an individual who has not yet enrolled into a certification program. This candidate must register, within the first 6 months from the date of hire, and enroll in a State Department of Health Care Services (DHCS) Designated Certifying Organization.

**ADS Counselor I** is an individual who is successfully registered in a DHCS Designated Certifying Organization. This candidate must remain in good standing and complete certification within five (5) years from the date of registration.

**ADS Counselor II** is an individual who has completed program requirements and is certified by a DHCS Designated Certifying Organization.

**Graduate Student**
Graduate student is an individual enrolled in the UCD Pre/Post Doctorial Training program.

**Peer Staff**
Peer staff is an individual identified by a provider whose contract contains provisions for Peer Partner Program staff. There is no education or direct care experience requirement. Lived experience is the basis for this classification.
PURPOSE:

The purpose of this policy and procedure is to delineate the staff classifications and the corresponding qualifications, education, documentation requirements, for all staff providing mental health and drug and alcohol services. It is the policy of Behavioral Health Services to certify each qualifying staff providing mental health and/or alcohol and drug services, directly or indirectly. A Staff Registration Number is issued based on meeting requirements for each classification. *This policy is not meant to supersede specific program design or contractual obligations.*

DETAILS:

I. AVATAR Staff Registration Proposal

The completed Avatar Staff Registration Proposal Form (Attachment A) and a copy of the NPI printout is submitted to Quality Management with all the required supporting documentation for the requested professional classification. A. Specify the reason for the Proposal:

1. New – this staff is unknown to the MHP and does not possess a Staff Identification (ID) Number.
2. Update - this staff possesses a Staff ID and the agency wishes to change information previously submitted. Example: Name change, agency change, professional class or employment status changes.

B. Name and your **Social Security number (required to query State and Federal databases mandated as part of the credentialing process)** - indicate the current name to be used for certification. *It must match the name on NPI Registry*

1. If this is an Update, indicate any previous name(s) submitted in the AKA.

C. Program Name and Address

D. Date of Employment

E. Employment status – indicate appropriate status

F. Professional Class – indicate the specific classification for which this staff qualifies.

G. License or registration number

H. National Provider Identifier (NPI) number. Note: Peer Staff are exempt and do not need an NPI. Write the NPI number on the form and attach the NPPES printout.

MFT/Associate Marriage and Family Therapist must use Taxonomy 106H00000X; LPCC/Associate Professional Clinical Counselor must use 101YM0800X

I. Termination is completed when a staff is no longer employed at a provider agency. The original copy of the registration may be faxed or a copy sent to QM with the information added for termination.
II. Professional Classification Supporting Documentation

A. LPCHA Licensed Professional Class
1. Submits copy of appropriate license, which indicates the original was verified and is initialed by the Provider or a copy of the appropriate Board printout indicating the name and license status.
2. Provider will verify that the LPCC II classification provided proof of the additional training and education described in the definition and in accordance with Business and Professions Code 4999. (See Attachment B)
3. Provider will verify the LPCC II completed six (6) hours of continuing education specific to marriage and family therapy in each licensing cycle.
4. May co-sign for any staff's work.
5. May provide services and supervision in accordance with the professional class scope of practice. LPCC I does not include the assessment or treatment of couples or families until they complete additional training and education as defined in LPCC II.

B. Licensed Waived Professional Class: Associate Social Worker, Associate Marriage and Family Therapist, and Associate Professional Clinical Counselor.
1. LPCHA Licensure Waiver Proposal for (Attachment C)
2. Copy of current, valid registration issued by the Board of Behavioral Science (BBS).
3. Completed copy of the appropriate Responsibility Statement for Supervisors of an Associate Social Worker, Associate Marriage and Family Therapist, or Associate Professional Clinical Counselor. Copies available on the following website: www.bbs.ca.gov/Forms-Applicant Materials- Select appropriate discipline.
4. Registration with the BBS must be maintained until licensure is confirmed.
5. A Supervisors Statement of Responsibility must be maintained until the candidate is licensed. During the licensure process, the Supervisor’s Statement located at the bottom portion of the LPCHA Licensure Waiver Proposal may be utilized.
6. May not co-sign for Graduate Student therapy work.

C. Licensed Waived Professional Class RPS & PSB
1. Licensure Waiver Proposal for Psychologist (Attachment D).
2. Copy of current, valid registration issued by the Board of Psychology, if applicable. (UCD Program exempt)
3. Copy of Doctoral Degree or letter, on School letterhead, stating the date the candidate was conferred.
4. Copy of Resume
5. May not co-sign for Graduate Student therapy notes.

D. Student Professional Class
1. Student Proposal Form completed and signed. (Attachment E)
2. Co-signature is required by a licensed individual of the same discipline or higher.
3. LPCHA status terminates when the placement term expires. The student must then submit a Proposal for an appropriate classification for which they qualify.
4. May not co-sign for other staff.

E. MHRS Professional Class
1. MHRS Proposal completed and signed (Attachment F)
2. Proof of Degree
3. Copy of Resume indicating proof of qualifying experience (specify hours worked per week and months per year)
F. MHA Professional Classes
   MHA III
   1. Mental Health Assistant Proposal (Attachment G)
   2. Copy of Resume indicating proof of qualifying experience (specify hours worked per week and months per year)
   3. Copy of transcripts indicating number of units and classes completed (if applicable)
   MHA II
   1. Mental Health Assistant Proposal (Attachment G)
   2. Copy of Resume indicating proof of qualifying experience (specify hours worked per week and months per year)
   MHA I
   1. Mental Health Assistant Proposal (Attachment G)

G. Alcohol and Drug (ADS) Counselor
   ADS Counselor III
   1. ADS Counselor Proposal (Attachment H)
   2. Copy of Certification from a DHCS Designated Certifying Organization.
   ADS Counselor II
   1. ADS Counselor Proposal (Attachment H)
   2. Proof of enrollment in a DHCS Designated Certifying Organization. This must include the date of enrollment.
   ADS Assistant I
   1. ADS Counselor Proposal (Attachment H)

H. Graduate Student: UCD Pre/Post Doctorial Candidates
   1. Student Proposal Form completed and signed (Attachment E)
   2. Co-signature is required by a licensed individual of the same discipline or higher.
   3. LPHA status terminates when the placement term expires. The student must then submit a Proposal for an appropriate classification for which they qualify.
   4. May not co-sign for other staff.

I. Peer Staff Professional Class
   1. Agency submits only the Avatar Staff Registration Proposal.
   2. The supervisor is the contact person.
   3. This classification is for tracking peer program activities only. Staff must be part of a specific program. Not for use without prior program approval.

III. Quality Management Staff Certification document
   A. QM will return the signed Proposal to the agency following inspection of all the required supporting documents.
      1. The Staff ID number will be issued/activated when QM certifies the staff.
      2. The documents must be maintained in the agency staff file.

IV. Registry Staff
   A. Registry staff may be utilized by the MHP provider agency provided the staff meets the requirements for the professional class being requested and submits the supporting required documentation.
   B. The Agency must document that an appropriate orientation was provided to this staff.
Orientation must include but not limited to, Documentation and program level HIPAA Training. C. The Registry must provide the agency with verification that the staff completed the general HIPAA training.

REFERENCE(S)/ATTACHMENTS:

- Title 9. Division I, Chapter 3, Article 8; Welfare & Institutions Code Section 5600, 5750, 5751
- Title 9 Division 4, Chapter 3, Subchapter 3, Article 1
- Title 9 Division 4, Chapter 4, Subchapter 3, Article 1
- Title 9 Division 4, Chapter 5, Subchapter 3, Article 2
- Title 9 Division 4, Chapter 8, Subchapter 1,2 ,3
- Business and Professions Code Section 2900-2918, 4980.02,4996.9,4999.20,4989.14
- DMH Letter No. 10-03; 14-005
- MHSUDS Information Notice No. 14-0013

RELATED POLICIES:

- No. 03-06 Licensure Waiver and Monitoring of Accrued Supervised Hours
- No. 04-01 Site Certification of Physical Plant
- No. 03-04 Nurse Practitioner
- No. 03-09 Physician Assistant

DISTRIBUTION:

<table>
<thead>
<tr>
<th>Enter X</th>
<th>DL Name</th>
<th>Enter X</th>
<th>DL Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Mental Health Staff</td>
<td>X</td>
<td>Children’s Contract Providers</td>
</tr>
<tr>
<td>X</td>
<td>Mental Health Treatment Center</td>
<td>X</td>
<td>Alcohol and Drug Services</td>
</tr>
<tr>
<td>X</td>
<td>Adult Contract Providers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTACT INFORMATION:

- Quality Management Information  QMInformation@SacCounty.net
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

AVATAR STAFF REGISTRATION APPLICATION

County Staff ID Number (if known): ____________ New: __ Update: __

Agency
Agency Name: ____________ Phone Number: ____________ Date: ____________
Contact Person: ____________ Contact Email: ____________
Program Name: ____________ Address: ____________
Street ____________ City ____________ Zip Code ____________

Applicant
Applicant Name: ____________ Last ____________ First ____________ SSN: ____________ (required)
Previous Name/AKA: ____________ Last ____________ First ____________ Gender: ____________
Secondary Language: ____________ Additional Language: ____________ Additional Language: ____________
Date of Employment: ____________ Employment Status: ____________
Start Date in Classification: ____________ 
○ Full Time ○ Part Time ○ Contracted ○ Temporary/On-Call ○ Volunteer

Professional Classification
○ Psychiatrist ○ Licensed Clinical Social Worker (LCSW) ○ Licensed Psychiatric Technician (PT)
○ Psychiatric Resident, licensed ○ Licensed Marriage & Family Therapist (LMFT) ○ Mental Health Rehabilitation Specialist (MHSRS)
○ Psychiatric Resident, unlicensed ○ Licensed Professional Clinical Counselor I (LPCC I) ○ Mental Health Assistant I (MHA I)
○ Medical Physician ○ Licensed Professional Clinical Counselor II (LPCC II) ○ Mental Health Assistant II (MHA II)
○ Licensed Clinical Psychologist (PC) ○ PHD, Unlicensed, Waived ○ Mental Health Assistant III (MHA III)
○ Nurse Practitioner (NP) ○ Master’s Level Unlicensed, Waived (ASW, AMT, APC) ○ ADS Assistant
○ Nurse Practitioner Intern (NP Intern) ○ Medical Student Clinical Clerkship ○ ADS Counselor I
○ Physician Assistant (PA) ○ Psychologist Student “Post Graduate” ○ ADS Counselor II
○ Pharmacist ○ Master’s Level Student ○ Graduate Student (UC Davis Only)
○ Registered Nurse (RN) ○ Licensed Vocational Nurse (LVN) ○ Peer Staff – Peer Partner Program

License Number: ____________ Expiration Date: ____________ NPI Number: ____________
(Also include an NPI printout with this form)

Staff Termination
Date of Termination: ____________

Send completed form to:
Email: NickelC@sacounty.net
○ Fax: (916) 875-0877

Notify Quality Management of any staffing changes.

7001-A East Parkway, Suite 300 • Sacramento, California 95823 • phone (916) 875-0844 • fax (916) 875-0877 •

Revised 12/1/2017
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

LICENSED PROFESSIONAL CLINICAL COUNSELOR APPLICATION

Agency: ___________________________ Date: ________________

Contact Person: ______________________ Phone: ________________

I attest that I, ______________________________________, have the following education and experience required to qualify for the designation of Licensed Professional Clinical Counselor, according to Business and Professions Code 4999. I meet at least one of the indicated options below:

☐ Licensed Professional Clinical Counselor II (LPCC II). I have the additional education and experience to qualify for this classification. I have obtained confirmation from the Board of Behavioral Sciences and submitted to the agency Clinical Director proof of at least six (6) hours of continuing education specific to marriage and family therapy, completed in each licensing cycle.

☐ Licensed Professional Clinical Counselor I (LPCC I) I understand that until I meet the requirements for LPCC II, this classification scope of practice does not include the assessment or treatment of couples or families.

______________________________    ______________________
Signature of Applicant             Date

I have retained a copy of proof of education, experience and specified continuing education for our agency on-site credentialing file and have submitted the initial supporting documents for this application. Based on the LPCC requirements, I believe this candidate qualifies for the identified classification indicated above. This file is available for review by Quality Management Services at any time.

______________________________    ______________________
Agency Clinical Director Signature    Date

______________________________    ______________________
Approval: Rolanda Reed, LCSW    Date
Quality Management Services
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

**LPHA LICENSURE WAIVER APPLICATION**
**(AMFT, ASW, APCC)**

Agency: ___________________________ Date: ______________________

Contact Person: ___________________________ Phone: ________________

This letter is to request a waiver of licensure for the following employee under Section 5600.2, Welfare and Institutions Code.

I, ___________________________, am applying for a licensure waiver.

I earned a __________________________ degree on __________________________

MSW, MS, MA, PhD, or EdD

I initially registered with the Board of Behavioral Sciences (BBS) on __________________________

Date

Attached are copies of my current BBS Internship Registration, BBS licensure status printout, and BBS Supervisor’s Responsibility Statement. I understand that my waiver will expire six (6) years from the initial date of BBS registration. I understand that I must remain registered with the BBS and under supervision until I become licensed. QM must receive renewal of the BBS registration prior to the expiration date. I will not be considered waived for any period during which I allowed my registration to expire. If there is a change in supervisor, I must submit a new BBS Supervisor’s Responsibility Statement to Quality Management (QM).

Applicant: ___________________________ Date: ______________________

Signature and Date

**SUPERVISOR’S STATEMENT** - This Statement meets the requirements for supervision in lieu of the BBS Supervisor’s Responsibility Statement if the candidate is in the testing process for licensure.

As the agency supervisor, I attest that I have and will maintain a current license in good standing in California. I have had sufficient experience, training and education in the area of clinical supervision to competently supervise trainees, interns and associates.

Clinical Supervisor’s Name ___________________________ Type of licensure: ___________________________

Print Name

Clinical Supervisor: ___________________________ Date ___________________________

Signature
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

LPHA LICENSURE WAIVER APPLICATION
For Registered Psychologist and Psychological Assistant

Agency: _______________________________ Date: ________________

Contact Person: ______________________ Phone: __________________

This letter is to request a waiver of licensure under Section 5751.2, Welfare and Institutions Code for the following person employed as a psychologist.

Agency: __________________ Contact Person: _______________ Phone: ______

I ______________________ am applying for a licensure waiver.

Print Name
The type of waiver requested #1 _______________. I received a degree on ______

Percent FTE PhD, EdD, or PsyD Date

I first began employment with this agency as a psychologist on ________________

Date

I initially registered with the Board of Psychology as: PSB _____ RPS _____ on ____________

Date

Clinical Supervisor’s Name ______________ Type of Licensure: ______________

Attached is a copy of my current Board of Psychology registration, doctoral degree and resume. I understand a waiver is granted by the State Department of Mental Health and may not exceed five years (or three years if candidate is a license-ready out of state recruitment). I understand that the waiver is not effective until the Medi-Cal Oversight regional office receives the application. It is not retroactive to the date of hire.

I understand that I must provide the Sacramento County Behavioral Health Services, Quality Management, with subsequent renewals of registration within 60 days of the annual expiration date, informed of my progress toward licensure with the Board of Psychology. I also understand that I must remain under formal supervision by appropriately licensed staff at all times for my State DHCS waiver to remain valid, and that I must notify Quality Management of any change in supervisor.

Signature of Waiver Applicant __________________ Date ______________

Signature of Clinical Supervisor __________________ Date ______________

#1. Normal, Part-time, Out-of-State, Extenuating Circumstances. Attach explanation if request is for extenuating circumstances or percentage FTE. If request is for part-time.
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

STUDENT APPLICATION

Agency: ___________________________ Date: ___________________________.

Contact Person: ___________________________ Phone: ___________________________.

I attest that I, ___________________________, am a student at an accredited college or university participating in a field placement at this agency. I understand that I may provide services as an LPHA, with the exception of the privilege of co-signing for other staff, throughout this placement.

Name of College/University ___________________________.

☐ Medical Student Clinical Clerkship. I understand that all of my documentation must be co-signed by a psychiatrist.

☐ Doctoral Level Student. I understand that all of my documentation must be co-signed by a licensed PHD or MD.

☐ Master’s Level Student. I understand that all of my documentation must be co-signed by an LCSW, LMFT, LPCC, PhD, or MD.

My internship begins on __________ and ends on __________

Date ___________________________ Date ___________________________

Clinical Supervisor’s Name: ___________________________ Discipline _______ License#: __________

Print Name ___________________________

Student: ___________________________ ___________________________

Signature ___________________________ Date ___________________________

Clinical Supervisor: ___________________________ ___________________________

Signature ___________________________ Date ___________________________

Reviewed by Quality Management
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

MENTAL HEALTH REHABILITATION SPECIALIST
APPLICATION

Agency: ______________________________ Date: ______________________________

Contact Person: __________________________ Phone: ________________________

I attest that I ___________________________ have the following education and experience required to qualify for the designation of Mental Health Rehabilitation Specialist, according to Title 9, Chapter 3, Article 8, Section 630. I meet at least one of the indicated options below:

☐ Option 1: Master’s Degree or PhD and two years of full-time/equivalent (FTE) direct care experience in a mental health setting.

☐ Option 2: Bachelor’s Degree and 4 years of full-time/equivalent (FTE) direct care experience in a mental health setting.

☐ Option 3: Associate Arts Degree and six years full-time/equivalent (FTE) direct care experience in a mental health setting. At least two of the six years must be post AA degree experience in a mental health setting.

Attached is my resume and college degree, which qualifies me for this position.

FTE Experience may be in a mental health setting as a specialist in the fields of:
* Physical Restoration  * Psychology
* Social Adjustment  * Vocational Adjustment

________________________________________  __________________________
Signature of Applicant  Date

I have retained a copy of proof of education and experience for our on-site credentialing file. This file is available for review by Quality Management Services at any time.

________________________________________  __________________________
Agency Representative’s Signature  Date

_________________________  __________________________
Approval: Rolanda Reed, LCSW  Date
Quality Management Services
Sacramento County  
Department of Health and Human Services  
Division of Behavioral Health Services  
MENTAL HEALTH ASSISTANT APPLICATION

Agency: ___________________________ Date: ___________________________

Contact Person: ___________________________ Phone: ___________________________

I attest that I ___________________________, have the following education and experience required to qualify for the designated Mental Health Assistant category.

☐ MHA-III: An individual with at least four (4) years of full-time/equivalent (FTE) experience in a mental health related field providing direct mental health services. Two (2) years of education in a mental health related subject may be substituted for (2) years of work experience. * There is a minimum requirement of two (2) years of actual work experience.

☐ MHA-II: An individual who has at least two (2) years but less than four years of full-time/equivalent (FTE) experience in a mental health related field providing direct mental health services. There is no educational requirement.

☐ MHA-I: An individual who has less than two (2) years of FTE experience in a mental health related field providing direct mental health services. There is no educational requirement.

Attached is a resume and college degree/transcript, if applicable, which qualifies me for this position.

*The education requirement must be a minimum of two (2) years of education (60 semester or 90 quarter units) with a minimum of 12 semester (18 quarter) units in a mental health related subject area such as child development, social work, human behavior, rehabilitation, psychology, or alcohol and drug counseling.

Applicant: ___________________________. __________________________.

Agency Representative: ___________________________. ___________________________.

Quality Management: ___________________________. ___________________________.

Signature

Date

Signature

Date

Signature

Date
Sacramento County
Department of Health and Human Services
Division of Behavioral Health Services

ADS COUNSELOR APPLICATION

Agency: ____________________________ Date: ________________

Contact Person: _____________________ Phone: ________________

I attest that I ____________________ have the following qualifications required to register
for the counselor classification category indicated below.

☐ ADS Assistant: An individual who has not enrolled into a certification program. This candidate must
register, within six (6) months from the date of hire, and enroll in a State Department of Health Care
Services (DHCS) Designated Certifying Organization.

☐ ADS Counselor I – An individual who is successfully registered in a DHCS Designated Certifying
Organization. This candidate must remain in good standing and complete certification within five (5)
years from the date of registration.
Must submit proof of registration with a DHCS Designated Certifying Organization

☐ ADS Counselor II. An individual who has completed program requirements and/or passed an exam
issued by the DHCS Designated Certifying Organization and is a “certified AOD Counselor”. Must
submit proof as a Certified AOD Counselor from a DHCS Designated Certifying Organization.

Applicant: __________________________
Signature __________________________
Date ___________________________

Agency Representative: __________________
Signature __________________________
Date ___________________________

Quality Management: __________________
Signature __________________________
Date ___________________________
ATTACHMENT 2: SAMPLE AGREEMENT BOILERPLATE

COUNTY OF SACRAMENTO

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of __________, 20__, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and «CONTRACTORNAME», a ___________ [nature of business, such as an individual, sole proprietorship, non-profit California corporation, partnership, etc.], hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, ___________________________ [County’s reasons for contracting]

WHEREAS, ______________________________________________________

WHEREAS, ___________________________ [Contractor’s reasons for contracting]

WHEREAS, ______________________________________________________

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on «enddate».

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY
DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA  95823-2501

TO CONTRACTOR
«ContractorName»
«Address»
«CITYSTATEZIP»

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.
V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VI. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR’s services. COUNTY may evaluate CONTRACTOR’s performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR’s services and are not designed for use other than what is intended by this Agreement.

VIII. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR’s assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers’ compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel under the terms and conditions of this Agreement.

IX. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR’s name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

X. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. CONTRACTOR’s failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR’s failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XI. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees’ Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR’s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES
A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

XVII. INSURANCE

Without limiting CONTRACTOR’s indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY’s Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY insert - upon completion of services, on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, “DIRECTOR” shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue
without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XXIX. TERMINATION**

A. Either party may terminate this Agreement without cause upon thirty (30) days’ written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY’s yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

**XXX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR’s activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

**XXXI. AUDITS AND RECORDS**

Upon COUNTY’s request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR’s premises, CONTRACTOR’s financial and program records as COUNTY deems necessary to determine CONTRACTOR’s compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY’s request at COUNTY’s expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR’s financial and program records related to this Agreement.
XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXVII. BUSINESS ASSOCIATE REQUIREMENTS

If COUNTY determines that under this Agreement CONTRACTOR is a “Business Associate” of COUNTY, as defined in the Health Insurance Portability and Accountability Act (45 CFR 160.103), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit G, which is attached hereto and incorporated by reference herein.

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized.

XXXIX. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or
regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.

XLII. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;

2. CONTRACTOR’s services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);

3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);

4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);

5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;

7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary’s objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.
ATTACHMENT 3: SAMPLE EXHIBIT D TO AGREEMENT
“ADDITIONAL PROVISIONS”

EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and
«CONTRACTORNAME»,
hereinafter referred to as “CONTRACTOR”

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.

B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.

C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan 1998, 2002, 2003, and the Department of Mental Health (DMH) 2010 Cultural Competence Plan Requirement. CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.

B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.

B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:

1. If MHSA funding is present in Exhibit C of this Agreement, “This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA).”
2. If MHSA funding is not present in Exhibit C of this Agreement, “This program is funded by the Sacramento County Division of Behavioral Health Services”.

3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All Proposals and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY’s consent or the consent of the applicant/recipient.

B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.

C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR’s premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.

B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

A. CONTRACTOR shall provide accurate and timely input of services provided in the Avatar System, or any replacement system, in accordance with COUNTY’s Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of the units of service performed.

B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the State Department of Mental Health concerning CONTRACTOR’s activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS
A. **Patient Records:** CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements.

B. **Service and Financial Records:** CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

C. **Review, Inspection, and Retention of Records:** At reasonable times during normal business hours, the State Department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient’s eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. **PATIENT FEES**

A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.

B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.

C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).

IX. **ANTI-SUPPLANTATION**

If MHSA funding is present in Exhibit C of this Agreement, the following language applies:

MHSA funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services. CONTRACTOR shall not utilize MHSA funds to supplant existing state or county funds for mental health services.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirements. Such certification shall be executed prior to release of MHSA funds and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COUNTY determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COUNTY for all MHSA funds that were used in violation of this Section. Use of MHSA funds in violation of this Section shall be grounds for termination of this Agreement.

X. **AUDIT/REVIEW REQUIREMENTS**

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors 2 CFR 200.501 requires that subrecipients that expend $750,000 or more (from all Federal sources) in a year in Federal Awards shall have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC). When filing with the FAC, CONTRACTOR must also simultaneously submit 3 copies of the required Audit and forms to DIRECTOR as described in paragraph E of this section. The Catalog of Federal Domestic Assistance number (CFDA#) and related required information shall be included in the Audit. The CFDA # and the required related information for the funds contained in this contract are provided in Exhibit E. Audits shall be supplied by the due dates discussed in paragraph E of this section.

B. **COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors**

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
1. Annual Audited financial statements and accompanying Auditor’s report and notes is required from CONTRACTOR when DHS has awarded contracts totaling $150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than $150,000, but more than $50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

3. Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.

4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR’S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR’S fiscal year. Audit or Review shall be sent to:

               Director of Health Services
               County of Sacramento
               Department of Health Services
               7001 –A East Parkway, Suite 1000C
               Sacramento, CA 95823

F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

               Director of Health Services
               County of Sacramento
               Department of Health Services
               7001 –A East Parkway, Suite 1000C
               Sacramento, CA 95823

G. Past Due Audit/Review
COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments
Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

XI. SYSTEM REQUIREMENTS
A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Information Technology Services (ITS) for use of COUNTY computers, software, and systems.
B. CONTRACTOR shall utilize the Avatar system for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the Avatar system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

XII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

XIII. PATIENTS RIGHTS/GRIEVANCES

A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient’s rights.

B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipient’s notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

CONTRACTOR’s admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

XV. HEALTH AND SAFETY

A. CONTRACTOR shall maintain a safe facility.

B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and county laws and regulations.

XVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XVII. BACKGROUND CHECKS

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

XVIII. GOOD NEIGHBOR POLICY
A. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy, a copy of which is attached as Exhibit F.

B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR’s claim, when appropriate, to ensure compliance with the Good Neighbor Policy.

XIX. BASIS FOR ADVANCE PAYMENT

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR’s designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR’s designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” as indicated in Exhibit C.

C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR’s designee may authorize annual advances of not more than ten percent (10%) of the “Net Budget/Maximum Payment to CONTRACTOR” for each fiscal year as indicated in the Exhibit C.

D. CONTRACTOR’s written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR’s designee may require.

E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.

F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

XX. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR’s delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor’s resolution for amending this Agreement, whichever is greater; and

2. Funding for the increased contract obligation is available within the Department’s allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.
ATTACHMENT 4: GOOD NEIGHBOR POLICY

COUNTY OF SACRAMENTO
GOOD NEIGHBOR POLICY

Contact: Penelope Clarke
Public Protection & Human Assistance Agency
916 874-5886

Preamble

The County is a political subdivision of the State of California, that is mandated by state and federal law to provide certain services to all residents of the County, and that also provides non-mandated, desired or necessary services to enhance the well-being and quality of life for its residents. Such services are provided within the territorial boundaries of all cities within Sacramento County and in the unincorporated areas of the County.

County facilities are generally located in close proximity to the constituent population served, and in areas that are easily accessible to public transportation. The siting of facilities is ultimately a County responsibility. The County requires its departments to have conducted reasonable outreach to affected neighborhoods in siting County facilities. The County takes into consideration a whole range of factors, including location of clients served, proximity of other related services needed by clientele, and any neighborhood revitalization plans and adoption siting policies of cities. The County will solicit the affected city’s input and recommendation as to location, but retains the ultimate decision as to the parameters of the search area and determination of the most appropriate sites.

As a general rule, the County does not do site searches for programs, services or facilities operated by non-county entities that may receive County funding, but requires contractors to have conducted reasonable outreach to affected neighborhoods. The County contracts for services, but does not dictate the location of the facility. All businesses within the incorporated and unincorporated areas of the county must be in good standing with whatever city or County zoning laws apply in order to receive funding.

The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to minimize the impact of such facilities on those neighborhoods and communities. Through its placement and management of facilities and its provision of appropriate services, the County endeavors to enhance revitalizing and strengthening of neighborhoods and communities.

This policy is focused on those County-owned and County-leased facilities and those service providers under contract with the County where programs provide direct service to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general Proposal to all county facilities and programs.

Good neighbor policies will also address specific and individualized impacts of proposed facilities and services based on actual circumstances which must be determined through a case by case analysis.
**Good Neighbor Policies**

This policy applies only to County-owned and leased facilities and those service providers under contract with the County if the facility programs and projects provide direct services to County constituents. In addition these service facilities must have a potential impact on neighborhoods and communities through increased traffic, noise, trash, parking, people congregating, and security risks to both neighborhoods and program participants.

The County requires, with regard to the actual location of a particular facility or service that all applicable zoning laws have been complied with. The focus of this good neighbor policy does not include the propriety of the location of a facility or program in a properly zoned neighborhood or community.

While location is a consideration and input from cities, neighborhoods and communities will be sought, the ultimate decision as to location rests with the County.

Once a facility is sited and in compliance with zoning laws, the intent of this policy is to identify physical impacts and measures to mitigate those impacts so as to be an integral part of the neighborhood and community the County serves.

Provision A: Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.

Provision B: Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.

Provision C: Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.

Provision D: Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.

Provision E: Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.

Provision F: Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expeditiously.

Provision G: Establish generalized good neighbor practices for high impact facilities, services and projects that include:

- Provision of adequate parking
- Provision of adequate waiting and visiting areas
- Provision of adequate restroom facilities
- Provision for litter control services
- Provision for removal of graffiti
- Provision for control of loitering and management of crowds
- Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
- Provision for identification of a contact person for complaint resolution
- Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
- Provision to participate in area crime prevention and nuisance abatement efforts.
Provision H: Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

Provision I: Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.

Provision J: Establish a central point of contact, within the County, for resolving non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.

Provision K: Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the Proposal of the Good Neighbor Policy.

Provision L: Continued non-compliance by contractor to this policy and its provisions may result in contract termination and ineligibility for additional or future contract.