**County of Sacramento**

**Department of Health Services**

# REQUEST FOR APPLICATIONS (RFA) No. MHA/019

## THRIVE OUTPATIENT PROGRAM

## Transformative, Healing, Renewing, Inclusive, Voice, Empowerment (THRIVE)

**MANDATORY APPLICANTS' CONFERENCE**

**November 20, 2023 3:00-4:00pm (PST)**

- Organizations must have representation at the Mandatory Applicants' Conference, held virtually, to submit an application.
- Organizations must register for the Mandatory Applicants' Conference through the on-line link shown in the RFA timeline. The registration deadline is shown in the RFA timeline.
- Each organization may register a maximum of three (3) representatives per organization. Organizations may only register one time.

**Applications due no later than 5:00 pm (PST), December 15, 2023**

- LATE APPLICATIONS WILL NOT BE ACCEPTED
- The application packet must be sent via email to ApplicationsMHA019@SacCounty.gov as a PDF file attachment or as a zipped file containing multiple documents.
- Mailed or hand delivered hard copies, or faxed submissions will not be accepted. Applications emailed to other email addresses will not be accepted.

Review all sections carefully and follow all instructions.

Release Date**: November 3, 2023**

## RFA Timeline

| | |
|---|---|
| November 3, 2023 | Request for Applications (RFA) released |
| November 17, 2023<br>5:00 pm (PST) | **Mandatory Applicants' Conference Registration Deadline**<br>**REGISTRATION IS REQUIRED TO ATTEND THE MANDATORY APPLICANTS' CONFERENCE**<br>Register here: https://www.surveymonkey.com/r/XBWQMVK |
| November 20, 2023<br>3:00 - 4:00 pm (PST) | **Mandatory Applicants' Conference**<br>**ATTENDANCE IS REQUIRED TO APPLY FOR FUNDING**<br>Conference will be held virtually with listen-only access |
| November 22, 2023<br>5:00 pm (PST) | **Exhibit O: Applicant Questions Form submission deadline (see Exhibit O for submission instructions)** |
| December 15, 2023<br>5:00 pm (PST) | **APPLICATION DEADLINE**<br>The application packet must be sent via email to ApplicationsMHA019@SacCounty.gov as a PDF file attachment or as a zipped file containing multiple documents |
| December 18, 2023 | Initial screening of Applications |
| December 19, 2023 | Notice of insurance deficiencies emailed to Applicants |
| December 27, 2023 | Final date for Applicants to submit corrections of all insurance deficiencies |
| December 28, 2023 | Notice of disqualification emailed to Applicants |
| January 11, 2024 | Applicants Virtual Briefing Sessions |
| January 16, 17, 18, 2024 | Applicants Virtual Presentations |
| January 31, 2024 | Evaluation of Applications completed |
| February 9, 2024 | Award recommendation(s) emailed to applicants |
| February 16, 2024<br>5:00 pm (PST) | Final date to submit written protest to Department of Health Services Director by email: DHS-Director@saccounty.gov |
| February 26, 2024 | Response to protest |

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# SECTION I. OVERVIEW

## A. BACKGROUND

### *Introduction to Sacramento County*

Sacramento County is one of eighteen counties located in the Central Mental Health Region of the State of California. The State of California, Department of Finance estimates the 2022 population of Sacramento County to be approximately 1.6 million. With more than a half million residents living in unincorporated Sacramento County, it makes our unincorporated County population the fifth largest in the State. As such, Sacramento is considered a large county, especially in comparison with the populations of surrounding counties.

Sacramento is one of the most ethnically and racially diverse communities in California. The Sacramento American Indian/Alaskan Native community includes tribal people from many different states and regions with unique cultures and histories, including the first indigenous communities of Sacramento; the Nisenan people, The Southern Maidu, Valley and Plains Miwork, Patwin Wintun peoples, and Wilton Rancheria, Sacramento's only Federally recognized Tribe. While the Wilton Rancheria Tribe is the only Federally Recognized Tribe in Sacramento County, Native Americans from local and out of state tribes currently reside in Sacramento. Historically, Sacramento County has been one of three counties with the highest number of newly arriving refugees in California. However, in recent years, Sacramento County has resettled the most Refugees and Special Immigrant Visa holders (SIVs) as compared to any other county in California. With the addition of Arabic as a threshold language in 2017 and Farsi in 2020, Sacramento County now has a total of seven threshold languages (Arabic, Cantonese, Farsi, Hmong, Russian, Spanish, and Vietnamese).

### *Specialty Mental Health Services*

Since 1998, Sacramento County, through the Department of Health Services, Behavioral Health Services (BHS), is the Mental Health Plan (MHP) responsible for the provision of specialty mental health services to Medi-Cal eligible Sacramento County residents. In 2019, 342,202 adult Medi-Cal eligible beneficiaries resided in Sacramento. Of those, 14,638 unduplicated adults received services through the MHP.

Specialty mental health services are provided in accordance with California's 1915(b) Medi-Cal waiver. These services may be provided through the County or through contracted providers. Outpatient specialty mental health services include treatment of co-occurring substance use disorders and are not limited to assessment, plan development, individual and group therapy, individual and group rehabilitation, collateral services (inclusion of family members or significant support persons in services provided to individuals), case management, intensive care coordination, intensive home-based services, medication support services, crisis intervention and crisis stabilization. Medi-Cal beneficiaries may receive specialty mental health services if it is medically necessary in order to address a particular mental health condition (diagnosis). A service is medically necessary if the interventions focus on addressing functional impairment resulting from a diagnosed mental disorder.

The adult outpatient services system provides community-based mental health services for individuals (age 18 and older) being released from acute care settings or who are at risk for entering acute care settings and are not linked to on-going mental health services.

***Sacramento County Behavioral Health Services' Adult Mental Health System***

In Sacramento County, there is an array of services and supports that encompass BHS' Adult Mental Health System. This continuum is offered by County operated programs and community-based organizations that deliver mental health services in a culturally and linguistically responsive manner in order to help individuals function better at home, in the community, and throughout life. Services are provided along a continuum of prevention and early intervention services, outpatient, intensive outpatient, and acute residential service.

***Sacramento County Behavioral Health Services' Vision, Mission and Values***

The following vision and mission statements and core values define BHS's mental health system of care objectives. They also provide direction and guiding principles for how all services are delivered through the mental health system of care:

**BHS Vision** - We envision a community where persons from diverse backgrounds across the life continuum have the opportunity to experience optimum wellness.

**BHS Mission** - To provide a culturally competent system of care that promotes holistic recovery, optimum health, and resiliency.

**BHS Values**:

- Respect, Compassion, Integrity
- Client and/or Family Driven
- Equal Access for Diverse Populations
- Cultural Competence, Adaptive, Responsive and Meaningful
- Prevention and Early Intervention
- Full Community Integration and Collaboration
- Coordinated Near Home and Natural Settings
- Strength-Based Integrated and Evidence-Based Practices
- Innovation and Outcome-Driven Practices and Systems
- Wellness, Recovery and Resilience Focus

The Justice Involved Adult Outpatient Program, THRIVE, aligns Medi-Cal Specialty Mental Health Services requirements with the Behavioral Health Service's vision, mission and core values. This RFA specifically relates to Specialty Mental Health Services serving Medi-Cal beneficiaries, and combines dedicated local mental health funds and Federal Financial Participation (FFP) funds. FFP is the funding mechanism under which Title XIX (Medi-Cal) dollars are accessed (via matching funds) to reimburse the MHP. The primary goal of the THRIVE Outpatient Program 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.

Sacramento County is seeking applications from community based organizations committed to providing client-driven, recovery-oriented and trauma informed mental health services, and who are experienced and capable of providing a comprehensive array of mental health services and supports that address the needs of adults living with serious mental illness who are engaged in the justice system who may be at risk of or experiencing homelessness, as well as those who may have a co-occurring substance use disorder.

The restorative process includes advocacy for the restoration of the whole person and community after criminal activity occurs. Program Development should ensure the inclusion of the voices of stakeholders in program development including peers, victims, and community members who have been affected by criminal activity in the community. This includes identifying the impact of crime on relationships, the community, and victims while also identifying the restoration needs and corresponding activities for the affected community.

## B. PURPOSE

In 2014, Sacramento County was notified by advocates about concerns regarding conditions of confinement related to medical care, out of cell time, mental health care, and the Americans with Disability Act (ADA) compliance in jail facilities. Class Counsel filed an action against the County in 2019. The matter was resolved by court order, known as the Mays Consent Decree, in January 2020. The Mays Consent decree requires a remedial plan in which Sacramento County must focus on compliance with mental health care, medical care, and other issues outlined in the lawsuit. On December 8, 2022, The Board of Supervisors approved the County's Jail Population Reduction Plans that included 15 program and service expansion plans. These jail reduction plans were based on Kevin O'Connell's May 2022 Sacramento County Jail Study and provided recommendations for deflection and diversion from jail through the following activities: 1) reduce jail admissions and 2) reduce length of stay and return to custody. On December 8, 2022, the Sacramento County Board of Supervisors approved the County's Jail Reduction Plan (JRP) https://dce.saccounty.gov/Public-Safety-and-Justice/Pages/default.aspx (Reports and Resources/Jail Population Reduction Plans (December 2022)).

The THRIVE Outpatient Program is a specialized program designed to expand capacity for individuals 18 years and older who have a serious mental health condition with moderate to severe functional impairment and who are justice involved. Justice involved is defined as individuals who have contact or interaction with courts, including collaborative courts, jails or prisons, probation, and/or parole, and who meet medical necessity in accordance with the Sacramento County BHS QM Policy QM-01-07.

The THRIVE Outpatient Program is guided by Recovery Oriented Leadership (ROL), a best practice approach to increase hope, commitment, and action across the system of care. This practice involves the following four principles:

- Hope: Having a vision that is worth working towards and believing that things can improve.
- Healing: Acknowledgement that people need healing, compassion and encouragement as they work towards finding wholeness and health.

- Community Engagement**:** People are encouraged to be a part of the community and their contributions are promoted, while they are accepted for who they are.
- Authority: People with psychiatric disabilities have the power to decide their future and take meaningful action based on their beliefs and desires.

The THRIVE Outpatient Program, takes into account the County's MHP need to meet California's network adequacy standards as defined and established by the Centers for Medicare & Medicaid Services (CMS) and California Department of Health Care Services (DHCS) (http://www.dhcs.ca.gov/formsandpubs/Pages/NetworkAdequacy.aspx). In February 2018, California DHCS informed all MHPs that they must meet network capacity requirements to serve the population of adults and children/youth Medi-Cal beneficiaries. Network capacity standards require that counties demonstrate timely access to care, reasonable time and distance from provider sites to beneficiary residences, and an adequate number of outpatient psychiatrist and clinical providers for Medi-Cal beneficiaries. Each MHP is required to submit at minimum, an annual Network Adequacy Certification Tool (NACT) detailing the MHPs' providers, site locations, services provided, staff composition, and language capacity. MHPs are required to submit supporting documentation such as policies and procedures relating to meeting and monitoring network capacity requirements, timeliness data, Geographic Information System (GIS) maps, and data demonstrating use of interpreters.

In April 2021, DHCS provided notification that Sacramento County was in compliance with all network adequacy standards. These standards require that County MHP be responsible for ensuring (1) timely access to care for Medi-Cal beneficiaries that includes offering non-urgent mental health outpatient services appointments within 10 days of request, as defined by the Sacramento County BHS Policy and Procedure QM-20-04 Timely Access (see ATTACHMENT 1); and (2) that outpatient mental health services are accessible no more than 15 miles or 30 minutes from a beneficiary's residence.

For the purpose of improving timely access to services, shortening distance parameters to services and collaborating with adult-serving systems and organizations (such as housing providers, transportation systems, probation, health care, etc.), the THRIVE Outpatient Program mental health service sites shall be geographically distributed throughout Sacramento County.

The THRIVE Outpatient Program services will support and promote the recovery of all clients. Recovery as defined by Substance Abuse Mental Health Services Administration (SAMHSA) is a process of change through which clients improve their health and wellness, live a self-directed life, and strive to reach their full potential by way of the four major dimensions that support a life in recovery:

1. Health – overcoming or managing one's symptoms and making informed, healthy choices that support physical and emotional well-being.

2. Housing – having a stable and safe place to live.

3. Purpose – engaging in meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income and resources to participate in society.

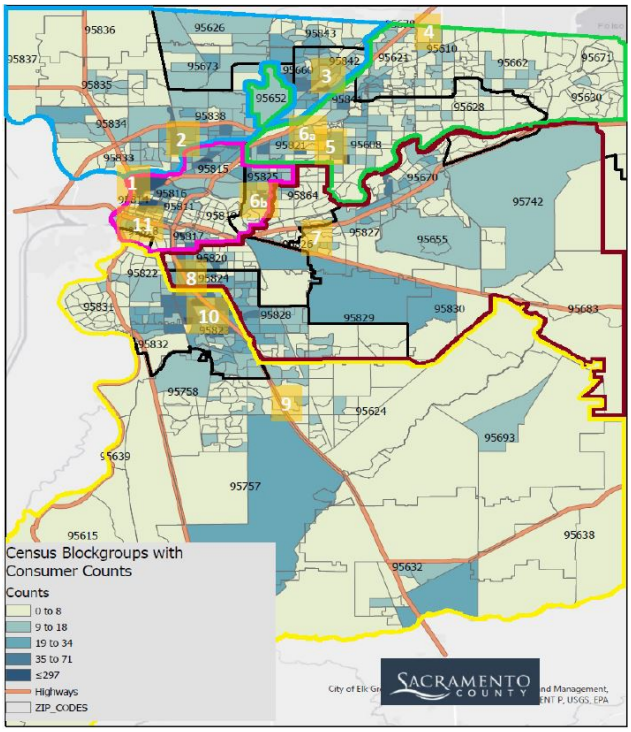
4. Community – having relationships and social networks that provide support, friendship, love, interconnectedness, and hope.

**The following approaches will guide the THRIVE Outpatient Program practices and service delivery:**

1. Trauma informed care, based on the Center of Health Care Strategies' core principles and key ingredients of trauma-informed approach (see ATTACHMENT 2). Core principles of a trauma-informed approach include program participant empowerment and choice, collaboration among service providers and systems, ensuring physical and emotional safety and trustworthiness for program participants. Key ingredients of providing comprehensive trauma informed care involve both organizational and clinical practices; including but not limited to, policies, practices, and a culture that recognizes the impact of trauma on both clients and staff.
2. Provide focused, time-limited, individual and/or group mental health services using best practices, community defined practices, evidence-based practices, curriculum-based practices and/or promising practices to all clients.
3. The "Strengths Model," a recovery-oriented practice model that will guide outpatient program practices and service delivery, exemplified in the Strengths Model Fidelity Scale (see ATTACHMENT 3).
4. The "SSI/SSDI Outreach, Access, and Recovery (SOAR)" program model increases access to Social Security disability benefits for people experiencing or at risk of homelessness, described in SOAR: An Overview (see ATTACHMENT 4).
5. Peer Support Services, a system of giving and receiving help based on key principles that include shared responsibility, and mutual agreement of what is helpful, described in Core competencies for Peer Workers in Behavioral Health Services (see ATTACHMENT 5).
6. Utilize recovery, restorative justice principles, and Cognitive Behavioral Treatment (CBT) principles in curriculum development for therapeutic treatment programming.
7. Flexible, community-based specialty mental health service level of intensity and phase of treatment that matches the needs of the client.

This geographic analysis benefits Sacramento County's individuals 18 years and older and their families in assuring that services are delivered in the areas of greatest need, in the most efficient and effective manner, while meeting network adequacy requirements. The map depicts where current adult outpatient treatment services are located throughout Sacramento County.

Sacramento County BHS intends to award one contract with three sites or three contracts with one site each to ensure that there is sufficient, equitable, and efficient capacity to provide outpatient mental health services to Sacramento County's adults living with a severe mental illness who are justice involved.




Each applicant must outline demonstrated capacity to serve one to three sites if seeking to provide services across Sacramento County. Each site must offer community-based outpatient specialty mental health services. Each site must be far enough apart within each identified area described above in order to provide equitable accessibility for outpatient mental health services – considering time and distance parameters. Preference will be given to applicants that are able to provide one service site either in downtown Sacramento or within a short distance from downtown Sacramento.

*Map located at: https://dhs.saccounty.gov/BHS/Pages/Adult-Outpatient-Services-Transformation.aspx

The THRIVE Outpatient Program will:

1. Provide community-based, flexible, recovery-oriented, trauma and culturally informed specialty mental health services and peer support services.
2. Provide housing supports/assistance.
3. Utilize evidence based and promising/best practices to address complex behavioral health needs including criminogenic behaviors with a restorative justice approach.
4. Offer walk-in supports and services that are designed to be welcoming, friendly and inclusive.

## C. SCOPE OF WORK

### 1. Program Description:

a. ***The THRIVE Outpatient Program*** will use a moderate intensity outpatient treatment program design with a specialized focus on those who have complex behavioral health needs and are justice involved. The THRIVE Outpatient Program will focus on meeting each participant where they are with participant focused, recovery oriented, strengths based, trauma informed, culturally and linguistically responsive, life skill development, support building, community-based specialty mental health services to justice involved adults who are experiencing complex mental health symptoms and are justice involved.

b. The provider(s) will incorporate trauma-informed care and identify and address the client's criminogenic needs in all aspects of service delivery. Criminogenic needs are issues, risk factors, characteristics, and/or problems that relate to the likelihood

of the individual reoffending. Criminogenic factors include anti-social attitudes, anti-social associates, family dysfunction, poor self-control, poor problem-solving skills, substance abuse, lack of education, and lack of employment/employment skills.

c. The goal of the THRIVE Outpatient Program is to provide mental health support, community connection, relationship building, and increase skills of each participant to continue stability in the community with learned coping skills, encouragement to discover ways to utilize skills and talents, creating connection with others, identifying healthy relationship skills, and identifying purpose through appropriate program activities, education, employment, pro-social skill building, reducing criminogenic behaviors, and increase connection to community that will support reducing recidivism, reducing hospitalization, and increasing participants wellbeing.

d. These programs will operate walk in hours that will be available to participants and ensure they have access to meaningful activities, including peer-led activities, educational and therapeutic groups, life skill building groups, pro-social activities, and group activities. The program will make confidential space available for system partners involved with the participant to meet individually. The programs will also conduct multidisciplinary team meetings and provide support across multiple systems for participants who have multi-system involvement.

**2. Program Objectives:**

a. Promote recovery as defined by SAMHSA and optimize community functioning through the provision of mental health services and supports at the appropriate level of care;

b. Provide flexible and integrated mental health services and peer supported skill building and wellness activities;

c. Provide client driven, recovery-oriented, trauma informed and culturally responsive approaches that address mental illness and co-occurring substance use disorders;

d. Provide timely and appropriate linkage and coordination with key services and benefits impacting clients health and well-being (e.g. Primary Health, Supplemental Security Income, Medi-Cal, etc.); and,

e. Promote transition to lower level of service intensity and community integration as appropriate.

**3. Clients Served:**

***The THRIVE*** Outpatient Program services shall be available to all Sacramento County Adult community members, aged 18 years and older, who are or have been justice involved and living with serious mental illness as defined by Sacramento County BHS, Policy and Procedure QM-01-07 Determination for Medical Necessity and Target Population (see ATTACHMENT 6)

**4. Service Sites and Capacity:**

a. ***The THRIVE Outpatient Program:*** Areas and service sites will be negotiated between successful applicant(s) and Sacramento County BHS to ensure compliance with Network Adequacy State and County requirements during the contract development phase. The awardee(s) shall have one (1) to three (3) sites and all service locations must be sited to allow all participants maximum use of Regional Transit Bus and Light Rail routes. Successful applicants' negotiated area and service sites must be in compliance with Sacramento County's Good Neighbor policy (see ATTACHMENT 7) and have written approval by BHS prior to executing the property lease agreement. Service capacity per service site will be approximately 250 clients served at any given point in time. Capacity is defined as the number of clients served within a 30-day period. Served is defined as one Medi-Cal claimable service provided directly to the client within a 30-day period.

b. The successful applicant(s) shall have sites far enough apart within Sacramento County to provide equitable accessibility for outpatient mental health services – considering time and distance parameters consistent with State required Network Adequacy. Each site will offer a welcoming and inclusive environment that is reflective of the diversity of the residents in the neighborhood. An inclusive environment also offers gender affirming signs/forms and gender-neutral restrooms. Exact location of sites within each assigned area will be negotiated with Sacramento County BHS. Preference will be given to applicants that are able to provide one service site either in downtown Sacramento or within a short distance from downtown Sacramento.

5. **Hours of Operation:** The successful applicant(s) shall extend business hours that include late evening and/or weekend hours for the THRIVE Outpatient Program. The successful applicant(s) shall establish and maintain hours of operation that best accommodate client and natural supports. The successful applicant(s) will establish an on-call system to provide immediate face-to-face response to a crisis call, if clinically indicated, twenty-four (24) hours per day, seven (7) days per week, including holidays. This will include meeting the client in emergency departments, the Intake Stabilization Unit at the Mental Health Treatment Center, the Mental Health Urgent Care Clinic, or other access points including a community setting to facilitate crisis intervention and supports. In addition, the THRIVE Outpatient Program will need to be able to provide transportation and coordination of services to persons being released from incarceration at all times of the day/night.

6. **Service requirements for the THRIVE Outpatient Program:**

   The successful applicant(s) shall:

   a. Provide flexible field based outpatient community-based specialty mental health services that include assessment, treatment plan development, individual therapy, group therapy, rehabilitation, collateral services, intensive case management, medication support services, and crisis intervention within the service delivery approaches as defined in Section I, C. 7 below and consider phases of treatment and service intensity as appropriate.

      i. **Assessment** is a service activity of gathering and analyzing information about the client, from multiple sources across multiple locations, evaluating an individual's mental health and social well-being. This includes assessing self-

perception and the individual's ability to function at their desired level in the community. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history, analysis of relevant cultural issues, analysis of behaviors, analysis of interpersonal skills, and an analysis of family dynamics and diagnosis. To assess level of service needs, provider will complete a Child and Adolescent Needs and Strengths Assessment (CANS) for clients age 18 to 20 years or Adult Needs and Strengths Assessment (ANSA) for clients age 21 years and older within sixty (60) days of beginning services but prior to the treatment plan completion date, every six (6) months from the admit date or more often if clinically indicated, and at discharge. A Level of Intensity Screening Tool (LIST) assessment will be completed in accordance with Sacramento County BHS policy when indicated to determine level of care services for clients age 21 and older.

ii. **Intensive Case Management (ICM)** is defined as service activities provided by program staff to help clients access needed medical, educational, social, prevocational, vocational, rehabilitative, or other necessary community services. The service activities may include communication, advocacy, consultation, coordination, linkage and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the client's progress; and plan development. Interventions may be with a family/caregiver, teacher, social worker, probation officer, and/or volunteers (i.e., shaman, pastor, teachers, coaches, peer mentors). A Case Management Progress Note documents who was contacted, information gathered or reported, for what purpose/service (if indicated), and the plan of action or follow-up. ICM is billed when the information gathered is "on behalf of"' or "for" the client.

iii. **Collateral services** are defined as a service activity to a Significant Support Person in an individual's life for the purpose of meeting the needs of the person in terms of achieving the goals of the individual's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation, and training of the significant support person(s) to assist in better understanding of the client's serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the individual's client plan. The client may or may not be present for this service activity.

iv. **Crisis Intervention** is a quick emergency response service enabling the client and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. Service activities include but are not limited to assessment, evaluation, collateral, and therapy (all billed as crisis intervention). For the purpose, of this program's scope of work, crisis intervention services are available twenty-four (24) hours per day, seven (7) days per week including

holidays.

v. **Medication Support Services** include prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. Medication Support activities may include:

a) Evaluation of the need for medication.

b) Evaluation of clinical effectiveness and side effects of medication.

c) Obtaining informed consent.

d) Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons); and

e) Plan development related to the delivery of this service.

vi. **Plan Development** consists of development of client service plans, approval of plans, and/or monitoring of a client's progress or lack of progress. Individualized treatment plans include information of a client's natural support systems including, but not limited to family members, caregivers, peers, employers, or teachers. Plan development will occur in context of the Multi-System Teaming (MST).

vii. **Rehabilitation** is defined as a service activity that includes, but is not limited to:

a) Assistance in improving, restoring or maintaining the functional life skills, daily living skills, social skills, grooming and personal hygiene skills, obtaining support resources, obtaining medication education, and medication adherence.

b) Age-appropriate counseling of the client and/or family, support systems and involved others.

c) Training in leisure activities needed to achieve the client's goals/desired results/personal milestones.

d) Medication education for client, family, support systems and involved others.

e) Coaching of clients and caregivers to help improve life skills.

f) Assistance with education, vocational and employment goals. Addressing and resolving criminogenic needs to decrease likelihood of recidivism.

g) Supporting transition into After Care services.

viii. **Therapy** is a service activity that shall be delivered to a client or group of clients and may include family therapy (when the client is present). Therapeutic interventions are consistent with the client's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.

a) Deliver mental health services within a recovery framework. Services must be individually tailored to a client's unique needs based on a comprehensive

assessment. The overarching goals of psychiatric rehabilitation are to be fully integrated into the community, and to function as independently as possible. For optimal functioning, treatment must eliminate or diminish the impact of symptoms on daily activities and increase those skills that promote self-efficacy.

b) Implement the Strengths Model within six (6) months of contract execution to high fidelity as a foundation of client services, per the California Institute for Behavioral Health Solutions (CIBHS) at https://www.cibhs.org/how-we-help/clinical-practice-improvement-implementation

c) Implement the SOAR initiative within 6 months of contract execution to a high fidelity as a foundation of benefit acquisition support and assistance per SAMHSA at https://www.samhsa.gov/soar

d) Schedule a first psychiatric appointment within 20 business days of a client's discharge from an inpatient psychiatric hospital, justice institution or other 24-hour residential facility if the client is taking psychotropic medication. The first non-psychiatric appointment following hospitalization shall be offered within five (5) business days of discharge.

e) Offer a second non-psychiatric face-to-face no later than 20 business days after the first appointment.

f) Ensure that the individualized treatment plans reflect treatment objectives and goals and level of service needs, and are completed annually or more often, if needed, to reflect changes in accordance with County requirements or client's need. Individualized treatment plans include information of a client's natural support systems including, but not limited to family members, elders, friends, peers, board and care/room and board operators, employers, or faith-based or spiritual community leaders or members.

g) Ensure Individualized Safety Plans (Mental Health Wellness Plan) are developed during admission to the program in collaboration with each client and family/caregiver and updated as clinically indicated.

h) A copy of the Safety Plan shall be kept in the electronic health record (EHR) and a copy offered to the client/family and natural support system as indicated.

i) The Safety Plan document will:

   i) Include the client's triggers, risks factors, and risk behaviors.

   ii) List interventions, coping mechanisms, or treatments that have been effective in addressing life stressors associated with the current crisis including investigation of specific triggers, patterns of behavior, and needs across life domains taking into consideration medication, housing, finances, relationships/social supports, and mental health needs; and

   iii) Identify natural/community resources and support systems such as family/caregiver, friends, faith/spiritual community, group home

staff, room and board / board and care operators, including contact information.

j) Ensure contact with the hospital or facility and the client to assist with treatment and discharge planning within three (3) business days of notification of client admission to the Sacramento County Mental Health Treatment Center (MHTC) or other acute psychiatric facility, including Jail Psychiatric Services Inpatient Unit. This includes meeting the individual and family in emergency departments, the Intake Stabilization Unit, the MHTC, the Mental Health Urgent Care Clinic or other access points including the home, carceral settings, or a community setting to facilitate crisis intervention and supports.

k) Provide services to persons in carceral settings to coordinate release support, conduct needs assessment, and provide services and support according to BHS policies and procedures when the 90-day in reach program is available.

l) Provide advocacy for participants through updates to the Treatment Courts for participants who are enrolled in this program. These reports will include supports and services the participant is engaged in. Empower participants to highlight to the court the success and progress in recovery during these hearings.

m) Maintain a twenty-four (24) hour, seven (7) days a week, after-hours phone response with capacity for face-to-face staff response.

n) Ensure program team members conduct intervention review meetings every 30 days to discuss progress and identify solutions to improve behaviors and functioning with the team members who implement interventions for the client. Intervention review meetings may occur more frequently depending on the client's needs and intensity of services.

o) Provide integrated treatment that:

i) Includes linkages to educational services and supports.

ii) Includes linkages to employment services and supports.

iii) Provides co-occurring substance use services.

iv) Collaborates with physical health care systems.

v) Partners with the justice system, law enforcement, welfare and probation.

vi) Includes natural supports in all aspects of treatment; and

vii) Complements, not supplants, necessary Alta California Regional Center services.

viii) Complete progress reports to the courts if client is part of the collaborative or diversion court process.

ix) Collaborate with the Justice partners, including but not limited to Sacramento County Probation Department, Courts teams, Public Defenders, District Attorneys, law enforcement agencies, employment

providers, Human Assistance, and other community providers that serve this special population in the community to not duplicate efforts on services and supports.

p) Provide **client advocacy** in the community and through comprehensive court reports in Collaborative Courts, Mental Health Court, and Mental Health Diversion Courts advocating for the client's continued participation in the programming. Client advocacy is defined as a process that provides clients with information to make informed decisions; communicating, educating, interceding on behalf of a person to acquire needed services, benefit entitlements, managed care resources or housing supports.

q) Provide **Peer Support Services.** Peer supports are services provided by peer staff. SAMHSA defines peer staff as individuals who have been successful in the recovery process and help others experiencing similar situations. Peer staff shall provide services designed to enhance connectedness and decrease isolation. Peer Staff utilize their lived experience to provide peer support, engagement, wellness services, cultural brokerage, and navigation supports within the MHP, as well as other health systems and community supports.

r) Provide peer-led and recovery-oriented support services and activities that enhance connectedness and decrease isolation such as, but not limited to, the following:

   i) Education and Support Groups.

   ii) Navigation support that includes providing information, referrals and linkages to the MHP and other health system and community supports.

   iii) Informing Sacramento County residents of their eligibility when meeting Target Population and Medical Necessity Criteria defined by Sacramento County BHS Policy and Procedure, of County MHP services and assisting them in enrolling in MHP services.

s) Provide **Housing Subsidies and Support Services** to clients at risk of or experiencing homelessness which may include housing subsidies for permanent, transitional, and temporary housing, master leases, rental security deposits, first and last month rental payments, closing rent gaps, short term emergency hotel/motel payments, utility hook ups, credit repair support, application fees, damage repair, and/or landlord development. The provision of housing subsidies and support services will be based on clinical need after other natural supports or community resources have been exhausted or are unavailable. The purpose of provision of housing subsidies and support services are to assist with housing stability; prevent, divert and resolve homelessness; homeless diversion response; assist with establishing, strengthening and maintaining collaborations and partnerships between housing partners, and homeless services.

t) Transition all services and facilitate an appropriate discharge and linkages when the client is able to function more independently as demonstrated by

his/her ability to implement new interventions and new skills and engagement in new habits and patterns of behavior.

7. **Service Delivery Approaches:** Successful applicant(s) shall utilize the following approaches/practices in providing services as defined in Section I, C. 6 & 7:

   a. Trauma informed care, based on the Center of Health Care Strategies' core principles and key ingredients of trauma-informed approach (See ATTACHMENT 2: Key Ingredients for Trauma-Informed Care). Core principles of a trauma-informed approach include program participant empowerment and choice, collaboration among service providers and systems, ensuring physical and emotional safety and trustworthiness for program participants. Key ingredients of providing comprehensive trauma informed care involve both organizational and clinical practices. Policies, practice, and culture that recognize the impact of trauma on both clients and staff should be adopted organization-wide, described in Key Ingredients for Trauma-Informed Care.

   b. Culturally and linguistically responsive and recovery-oriented care for the THRIVE Outpatient Program.

   c. Strengths Model to high fidelity within the THRIVE Outpatient Program. The Strengths Model is a set of values and philosophy of practice that views program clients as being the expert in their own recovery and having the potential to recover from adversity through identified strengths, natural supports, community resources and other opportunities. The model employs a set of tools and methods utilized by program staff to assist clients in assessing their strengths, establishing meaningful goals, and developing a recovery plan. The model is predicated on the following principles:

      i. Program clients can recover and reclaim their lives;
      ii. The focus is on strengths rather than deficits;
      iii. Identifies and leverages existing community resources and views these resources as a strength;
      iv. Recognizes the participant as the expert of their own recovery;
      v. Views the program staff-participant relationship as primary and essential with both working together as co-partners;
      vi. Uses the community as the primary setting for the provision of services and supports, exemplified in Strengths Model Fidelity Scale (see ATTACHMENT 3).

   d. SOAR initiative which promotes recovery and wellness through increased access to Social Security disability benefits for eligible individuals who are experiencing or at risk of homelessness and have serious mental illness, medical impairment, and/or co-occurring substance use disorder. SOAR providers assist individuals with complete and quality applications for community-based specialty mental health services. SAMHSA developed the SOAR model to address this critical need. SOAR- trained case managers submit complete and quality applications that are approved quickly, described in SOAR: an Overview (see ATTACHMENT 4 and

SOAR Online Course Catalog.

e. Identify and use evidence-based interventions and practice(s), community defined practice(s), and/or promising practice(s) and will register the practice with Sacramento County BHS, Quality Management (QM). Services shall be provided within standard theoretical frameworks that meet the needs of the individual served for the THRIVE Outpatient Program, defined in Sacramento County BHS Policy and Procedure QM-14-04 Review Process for Implementation of New Clinical Practices Policy (see ATTACHMENT 9).

f. Integrate peer support services, a system of giving and receiving help based on key principles that include shared responsibility, and mutual agreement of what is helpful. Peer support services encompass a wide range of activities, including advocacy, linkage to resources, sharing of experience, community andrelationship building, group facilitation, skill building, mentoring, goal setting, and more. Peer Support services also include planning for and developing groups, services or activities; supervising other peer workers, training and gathering information on resources, administering programs, educating the public and policymakers, and raising awareness, Peer services integrate support with engagement, cultural brokerage, wellness services and navigation within the MHP, as well as other health systems and community supports for the THRIVE Outpatient Program, described in Core Competencies for Peer Workers in Behavioral Health Services (see ATTACHMENT 5).

g. For the THRIVE Outpatient Program, provide flexible, community-based specialty mental health service level of intensity and phase of treatment that matches the needs of the client - with the highest intensity provided upon admission to the program and decreased over time until ready for community integration/discharge from the MHP. Service mode of contact shall be face-to-face and service delivery shall be primarily in the client's home or community, and at the successful applicant's office as appropriate. The service intensity levels should follow the phase of treatment as follows:

   i. Engagement and Planning Phase: All new program enrollees shall receive high intensity level of services until stable. This phase of treatment will include a minimum contact expectation of one time per week and a maximum of multiple times per day, 7 days per week, as needed to provide mental health services for the purpose of stabilization. At minimum, mental health services provided during the initial phase includes engagement, assessment, plan development, safety planning, and safety plan monitoring. In this phase, the THRIVE Outpatient Program provider begins engagement and rapport building while gathering Releases of Information, assessment information from the client, as well as collateral information from involved natural supports and involved systems in order to initiate referrals and linkages based on immediate and basic needs. Once the comprehensive biopsychosocial assessment is completed, the Client Plan is developed in collaboration with the client and identified natural supports.

   ii. Monitoring and Adapting Phase: The Monitoring and Adapting phase of

treatment includes a contact expectation of a minimum of one time per week for at least 30 minutes per week for the provision of mental health services for the purpose of ongoing stabilization and working on recovery. At minimum, services during this phase include individual and group social rehabilitation for skills building, enhancing relationships and community connections (i.e. work, school, volunteer, faith-based groups, community centers, etc.), case management, safety plan monitoring, and any other service that aids in wellness and recovery. During this phase, the THRIVE Outpatient Program provider will monitor progress on the Client Plan and make individualized adaptations or revisions as needed to support progress toward meeting the goals of the plan. The THRIVE Outpatient Program provider will meet regularly with the client and natural supports to acknowledge milestones and celebrate successes, problem solve challenges, and hold client and members accountable for task completion associated with the Client Plan. Service intensity may increase for stabilization as necessary.

iii. Transition Phase: The transition phase includes a minimum contact expectation of one time for at least 30 minutes per month to provide mental health services for the purpose of transition readiness. At minimum, mental health services during this phase includes case management that supports discharge planning from the MHP to a lower level of care, a Managed Care Plan, or other community resources based on need. If a client is unable to transition to a lower level of care within 3 months in the transition phase, the Transition Plan and Client Plan should be revisited and treatment services provided to aid in readiness for step-down. In the Transition Phase, the client takes a more active role in their planning and the Transition Plan developed will ensure needed services and supports are in place to support a step-down to a lower level of care. Service intensity may increase for stabilization as necessary.

8. **Program Staffing:** Successful applicant(s) are expected to have staff necessary to provide services for components of the THRIVE Outpatient Program defined above in this RFA's scope of work. The staffing array may include a combination of education and experience, ranging from persons with lived behavioral health experience, to licensed clinicians. Program staff will be reflective of the cultural, racial, ethnic, linguistic, sexual, and gender diversity of Sacramento County. The following list is a suggested representation of staff for this program:

    a. Licensed Practitioner of the Healing Arts (LPHA) staff conducts assessments and treatment planning, provides oversight and direction to the treatment team, provides individual and family therapy, crisis intervention services, and family intervention and support. The LPHA or LPHA Waived staff assist with developing interventions and directing the services delivered by team members.

    b. Mental Health Rehabilitation Specialist (MHRS) performs a wide variety of duties including intensive care coordination services and social rehabilitation services with a wellness and recovery focus; assists and supports team members and adults. MHRS have broad knowledge of co-occurring disorders supports, employment resources, benefits and entitlements, community support, etc.

    c. Other Qualified Providers (Formerly Mental Health Assistant (MHA) I, II, III)

provide social rehabilitation, models behaviors and teaches/demonstrates skills to client and family, provides feedback on interventions to the team, as well as crisis intervention and support.

d. A Benefit Specialist is an individual who provides assessment for benefits, advocacy with local, state, and federal organizations, case management, employment support services, group facilitation, and benefits support and assistance.

e. Peer Staff/Wellness Coach is an individual who has been successful in the recovery process and helps others experiencing similar situations. Peer Staff/Wellness Coach provides peer support, engagement, wellness services and navigation support within the MHP, as well as other health systems and community support.

f. Psychiatric Nurse/Nurse Practitioner provides psychiatric assessments, health screenings and evaluation, develops medication plan, and coordinates follow up care.

g. Licensed Vocational Nurse (LVN) / Licensed Psychiatric Technician (LPT) provides medical/medication training for staff, conducts health screenings, develops medication plan, provides medication education, and administers medications as prescribed.

h. Psychiatrist provides initial psychiatric assessment and evaluation, develops medication plan, prescribes medication, coordinates follow-up care, and provides oversight to medical staff.

The successful applicant(s) will ensure that MHRS and/or Other Qualified Providers receive clinical supervision on identifying risk, safety planning, plan development and implementation of interventions. The LPHA/LPHA Waived staff will provide clinical oversight and guide the direction of services.

In addition to the staff identified above, the applicant's proposed budget may include specialized staff relevant to program implementation and practices. All proposed staff must meet the definition of the Sacramento County BHS Quality Management Policy and Procedure for Staff Registration (see ATTACHMENT 8).

9. **Key Program Outcomes and Plans for Measuring:** Sacramento County BHS collects data and measures outcomes throughout the continuum of care. BHS will work with the successful applicant(s) to develop and implement program evaluation of the outpatient program.

   Data will be used to inform program planning decisions as well as to report progress towards desired outcomes and program effectiveness. Data will be reported on a quarterly and annual basis and will include outcome data, program analysis of data to determine significance of changes, and an evaluation of whether goals, objectives, and outcomes have been attained, as well as the effectiveness of funded services. Outcomes for this program shall align with BHS goals and performance improvement activities. These outcomes include, but are not limited to:

   a. Increase timely access to services defined as a face-to-face appointment within ten (10) business days of being admitted into program.

b. Reduce unnecessary hospitalizations and incarcerations.

c. Promote housing stability.

d. Improve positive behaviors and quality of life.

e. Increase ongoing meaningful activity.

f. Increase natural support.

g. Increase pro social activity participation.

h. Reduce criminogenic behaviors.

i. Increase in education/employment.

j. Decrease in overall behaviors that contribute to law enforcement and judicial contacts, crisis residential treatment, mental health rehabilitation center treatment, and state hospitalizations.

k. Improve care coordination with all criminal justice partners.

l. Improve care coordination with primary care physician (PCP).

m. Improve care coordination with other system partners (i.e., Adult Protective Services, Child Protective Services, Probation, Public Guardian's Office, and collaborative justice courts).

n. Increase successful discharges defined as meeting treatment goals and sustained stability in functioning to prevent recidivism or transition to a higher level of services.

o. Increase successful linkage to primary care or geographic managed care provider if ongoing services are needed.

p. Increase effectiveness of evidence-based practices, community defined practices, and promising practices; and

q. Other outcomes measures as defined by Sacramento County BHS.

The successful applicant(s) 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.

**10. Additional Provisions:**

a. Successful applicant(s) unable to implement the program consistent with this RFA's scope of work or within the timeframe agreed upon by Sacramento County BHS in the successful applicant's Start-Up Work Plan may be at risk of contract termination.

b. Subcontracting with grassroots and community-based organizations with knowledge, expertise, and familiarity in working with Sacramento County's diverse ethnic and cultural neighborhoods and communities for the purpose of providing culturally responsive care, community defined practices, and cultural brokerage services, as outlined in this RFA's scope of work, is encouraged. Prior written

approval from Sacramento County BHS will be required at the time of contract negotiation.

c. Follow all requirements consistent with California Advancing and Innovating Medi-Cal (CalAIM)

d. Successful applicant(s) should be aware of the possibility of an expansion of the THRIVE Outpatient Program in the next fiscal year. Sacramento County BHS will consider all options for operationalizing the anticipated expansion including but not limited to expanding successful applicants' contracts or procuring the expansion. Selection through this competitive process does not guarantee selection for expansion funding or that the expansion will occur.

## D. FUNDING

1. Available annual funding per service contract the chart below identifies the per site amounts:

| Fund Source | Allocation | Available Funding* |
|---|---|---|
| Non-Federal Funding | Services | $1,474,200 |
| | Housing Supports | $270,800 |
| Federal Funding | Services | $1,255,000 |
| **TOTAL** | | ***$3,000,000** |

* Approximate amounts
* The available funds are subject to change.

2. Indirect and allocated costs may not exceed 15% of actual direct expense.
3. The term of this RFA is five (5) years.
4. The successful applicant(s) will implement and operate one to three sites serving a point in time capacity of 250 unduplicated enrolled clients per site in the THRIVE Outpatient Program, delivering varying levels of mental health service need/care per site. Capacity is defined as the number of clients served within a 30-day period. Adult outpatient community-based specialty mental health service is defined as one Medi-Cal claimable service provided directly to the client within a 30-day period.
5. Funding for the term of this RFA does not guarantee cost of living adjustment (COLA)/ maintenance of effort (MOE) increases. COLA/MOE requests are subject to Board of Supervisors approval.
6. Each service contract may be negotiated and renewed annually, at the discretion of the County.
7. County does not guarantee (implied or otherwise) referral rate or volume. Each successful applicant is responsible to adapt/adjust to client volume and client service needs.
8. **The applicant understands that this will be a Net 30-day agreement; payment due in full 30 days** after receipt of an appropriate and correct invoice. The successful applicant(s) will certify they have and will maintain adequate working capital to cover costs during this

period. Reimbursement for start-up costs is based on actual costs. Reimbursement for services is based on a unit-driven system and the successful applicant(s) will be reimbursed on a rate value not to exceed the contract maximum.

9. For the purpose of this RFA, one full-time equivalent (FTE 1.0) is equal to 40 hours per work week.

## E. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those organizations meeting all the following criteria are eligible to submit an application in response to this RFA. Organizations must:

1. Submit single organization applications only. No partnerships, multi-organization, or fiscal sponsorships applications will be accepted.
2. Obtain County approval in writing at the time of contract negotiation for **subcontracting any portion of the work**. Successful applicant(s) will have the opportunity to subcontract for peer services and/or cultural brokerage as described in this RFA's scope of work.
3. Be represented at the Mandatory Applicants' Conference.
4. Have three (3) or more years' experience providing community-based outpatient Medi-Cal services that includes moderate-to-high intensity specialty mental health, and co-occurring substance use disorder services to adults living with serious mental illness. Experience must also include crisis intervention services defined as a service requiring an immediate response for clients experiencing a crisis.
5. Have three (3) or more years' experience collaborating with all the following systems: mental health system of care/MHP, law enforcement, court systems, welfare, housing resources, hospitals and health care systems.
6. Have three (3) or more years' experience utilizing culturally informed care, trauma informed care, wellness and recovery action planning, and wellness, recovery and resiliency principles related to the provision of mental health treatment and support for adults and their families/caregivers.
7. Have at least three (3) consecutive years within the past ten (10) years utilizing the same evidenced based practice (EBP), promising practice (PP), and/or community defined practice (CDP). EBP, PP and CDP are defined in ATTACHMENT 9, "Review Process for Implementation of New Clinical Practices Policy", of this RFA.
8. Must state the ability to provide and sustain at least one (1) EBP in compliance with Sacramento County BHS EBP registration requirements at the time of contract execution.
9. 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.
10. 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.
11. Have the ability to comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments.
12. Possess 45 days of working capital.

13. Be in compliance with any outstanding corrective action plan.
14. Be a responsive applicant whose application complies with all requirements of this RFA.

## F. MANDATORY APPLICANTS' CONFERENCE

1. A Mandatory Applicants' Conference will be held virtually to discuss the RFA and requirements. Organizations interested in submitting an application must have representation at this conference or their application will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.
2. The date/time of the virtual Mandatory Applicants' Conference is shown in the RFA timeline.
3. Organizations must register to attend the Mandatory Applicants' Conference through the on-line link shown in the RFA timeline. The registration deadline is shown in the RFA timeline.
    a. Each organization may register a maximum of three (3) representatives per organization.
        i. Organizations should designate one (1) representative as their principal Point of Contact (POC). Any necessary Sacramento County BHS communication regarding this RFA process will be made through this POC.
        ii. **Organizations should register all representatives simultaneously (using the same form).**
    b. After registering, organization representatives will receive a confirmation email containing the virtual meeting link and password for the Mandatory Applicants' Conference.
4. Because there will be listen-only access to the Mandatory Applicants' Conference, applicant questions about the RFA, its scope of work, and related processes **will not be accepted** during the Conference. See Section I, G. Applicants' Questions for instructions on submitting written applicant questions.

## G. APPLICANTS' QUESTIONS

1. Organization representatives registered for the Mandatory Applicants' Conference will be emailed the Exhibit O: RFA No. MHA/019 Applicant Questions Form.
2. Applicant questions must be submitted on the Exhibit O: RFA No. MHA/019 Applicant Questions Form. The completed form must be attached to the sender's email and emailed to QuestionsMHA019@SacCounty.gov by the date shown in the RFA timeline. Email's subject line must read, "RFA MHA/019 Questions Form".
3. Questions in any other form (either written or oral) about the RFA, its scope of work, or related processes **will not be accepted.**
4. **Applicant questions will not be accepted after the Questions Form submission deadline as shown in the RFA timeline.**
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question-and-answer document that will be emailed to organization representatives who attended the Mandatory Applicants' Conference. At the

sole discretion of Sacramento County BHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

## SECTION II. REQUEST FOR APPLICATION PROCESS

### A. RULES GOVERNING COMPETITIVE APPLICATIONS

1. Costs for developing and submitting application packages are the responsibility of the applicant 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 RFA are necessary, the County will provide addenda or supplements.
3. All applications submitted become property of the County and will not be returned.
4. Issuance of this RFA in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFA and its award shall not be made without prior written approval of the County.
5. All applications 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 applicants.
2. Make awards of contracts for all the services offered in an application or for any portion thereof.
3. Reject any or all applications received in response to this RFA, or to cancel and/or re-issue this RFA 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 application submissions.
6. Enter into negotiations with the applicant who submitted the next highest-rated application, or issue a new RFA, if a competitor that is selected through this RFA 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. Determine the amount of resources allocated to successful applicants.
9. Require information in addition to the application for further evaluation, if necessary.
10. Check with references and share any information it may receive with the evaluation committee.
11. Require successful applicants to sign a County contract.

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

13. Conduct an evaluation(s) and as a result make changes to various aspects of the program.

## C. SCREENING CRITERIA

1. Organizations' application packets received by the deadline (from organizations with a representative at the mandatory applicants' conference) will be screened for RFA requirements as described in each exhibit.

2. Applications meeting all the screening requirements shall be submitted to an Evaluation Committee. The Committee will evaluate the applications based on the RFA evaluation criteria. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Committee.

3. Failure to furnish all information required in this RFA or to substantially follow the application format requested shall disqualify the application. Applicants will be notified of disqualification **by the date shown in the RFA timeline.** An applicant may protest screening disqualification by following the rules found in Section II, Request for Application Process, E. Opportunity to Protest.

## D. RATING PROCESS: GENERAL

1. Those applications meeting minimum requirements as noted above will be included in an evaluation and selection process. The applications 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 application to the Department of Health Services (DHS) Director. The DHS Director will make final recommendation for the applicant selection to the Sacramento County Board of Supervisors (BOS). The DHS Director may recommend an applicant that is not the highest rated and provide justification for their recommendation to the BOS.

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

3. A notice of the recommendation for the award will be emailed to all applicants by **the date shown in the RFA timeline**.

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

| ELEMENT | POINTS POSSIBLE |
|---|---|
| Financial Statement | Pass/Fail |
| Narrative | 100 |
| Presentation | 30 |
| Start-Up Work Plan | 20 |
| **Total** | **150** |

## E. OPPORTUNITY TO PROTEST

1. Any applicant 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 RFA timeline. Any protest shall be limited to the following grounds:

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

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

        i. All applications, received by the deadline and at the email address specified in this RFA, were reviewed to determine which ones met the screening requirements specified in the RFA; and/or

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

        iii. Applicant 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 applications as specified in the RFA.

2. The written letter of protest of the proposed awards must reference the title of this RFA and be submitted by email to DHS-Director@saccounty.gov; email subject line must read, "Protest, RFA No. MHA/019"

    Protest letters must be received at the above email address **by the date shown in the RFA timeline**. Mailed or hand delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other office or any other email address will not be accepted. Oral protests will not be accepted. It is the applicant's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date, time and place specified in the RFA timeline. Protests will not be accepted after the deadline specified. Protest letter/email must clearly explain the failure of the County to follow the rules of the RFA as discussed above in Section II, E.

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

## F. COMMENCEMENT OF WORK

1. Contract shall not be executed until after DHS has obtained BOS approval for the contract.

2. The successful applicant shall be required to sign a Sacramento County contract. The successful applicant 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 applicant or reissue the RFA.

## SECTION III. APPLICATION SUBMISSION

### A. APPLICATION PACKAGE

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

1. **Exhibit A. Application Package Checklist:** All items included in the Application package must be submitted in the order listed on the Application Package Checklist. The Checklist must be submitted as part of the Application package and will be provided electronically.
2. **Exhibit B. Application/Certification of Intent to Meet RFA Requirements:** The Application/Certification of Intent must be completed with authorized signature and submitted as part of the Application package. Electronic or scanned authorized signature will be accepted. The Application form will be provided electronically.
3. **Exhibit C. Insurance Requirements:** Applicants are required to obtain and maintain insurance according to Sacramento County Insurance requirements. Application packets must include the applicant's standard certificate of insurance showing current coverages and/or written evidence that the applicant will be able to have the required insurance in place before a contract is signed and services commence.
4. **Exhibit D. Resolution by the organization's Board of Directors:** Resolutions from the applicant's Board of Directors, allowing submission of the Application, must be submitted with authorized signature(s). Electronic or scanned authorized signature(s) will be accepted.
5. **Exhibit E. County of Sacramento Contractor Certification of Compliance with Child, Family and Spousal Support Form:** When Applicants submit a bid, application or other offer to provide goods or perform services for or on the behalf of the County, Applicants must complete and submit Certification with an authorized signature as part of the Application package. Electronic or scanned authorized signature will be accepted. The Certification of Compliance Form will be provided electronically.
6. **Exhibit F. Certification Regarding Debarment and Suspension:** Applicants 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 organization. Applicants must submit Certification with an authorized signature as part of the Application package. Electronic or scanned authorized signature will be accepted. The Certification Regarding Debarment will be provided electronically.
7. **Exhibit G. Statement of Compliance with Sacramento County Good Neighbor Policy:** Applicants are required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Applicants must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy. Electronic or scanned

authorized signature will be accepted. The Good Neighbor Policy Statement of Compliance will be provided electronically.

8. **Exhibit H. Assurance of Cultural Competence Compliance:** Applicants are required to comply with the Assurance of Cultural Competence Compliance requirements. The applicant must complete and submit a signed certification as part of the Application package. Electronic or scanned authorized signatures will be accepted. The Assurance of Cultural Competence Compliance will be provided electronically.
9. **Exhibit I. Statement of Compliance with Quality Management and Compliance:** Applicants agree to comply with Quality Management regulations and develop a Policy and Procedure to ensure compliance. Applicants must complete and submit Statement of Compliance with an authorized signature as part of the Application package. Electronic or scanned authorized signatures will be accepted. The Quality Management and Compliance will be provided electronically.
10. **Exhibit J. Independent Audited Financial Statement:** Applicants 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**: Applicants must submit a Budget as described in this RFA as part of the Application package. The Budget forms will be provided electronically.
12. **Exhibit L. Application Narrative and Presentation:** The application narrative must be submitted as part of the Application package. It must enable an evaluation committee to determine whether the written application narrative meets the requirements of this RFA. Thus, it should be clearly written and concise but also explicit and complete. Also, applicants whose applications meet eligibility and screening criteria as specified in this RFA will be expected to give a presentation to the evaluation committee.
13. **Exhibit M. Organizational Chart:** Applicants must submit a current organizational chart that includes the projected placement of the program described in this RFA.
14. **Exhibit N**. **Start-Up Work Plan:** Start-up Work Plan template must be completed as part of the Application package. Start-Up Work Plan template will be provided electronically.

## B. APPLICATION SUBMISSION REQUIREMENTS

1. All Exhibits in the application should be given file names containing the Applicant's organization name or initials, followed by the RFA designation of MHA019, followed by the Exhibit letter or letters. *Sample file names*: Smithsonian MHA019 Exhibit C (*single exhibit file*) or Smithsonian MHA019 Exhibits A-J (*multiple exhibit files*).
2. Exhibits A. through J. in the Application package must be submitted in the following format:
    a. Document type: Portable Document Format (PDF)
    b. Page size: letter (8 ½ inches by 11 inches)
    c. Page orientation: portrait
3. Budget (Exhibit K) must be submitted in the following format:

a. Document type: Excel or PDF

b. Page size: letter (8 ½ inches by 11 inches)

c. Page orientation: portrait

4. Application Narrative (Exhibit L) must be submitted in the following format:

   a. Document type: Word or PDF

   b. Page size: letter (8 ½ inches by 11 inches)

   c. Page orientation: portrait

   d. Pagination: pages should be clearly and consecutively numbered.

   e. Question/area and response format:

      i. Each question/area in the narrative should begin on a new page.

      ii. State the question/area prior to providing a response.

      iii. Questions/areas should be **single spaced**, with 1-inch margins, using 12-point Arial or Times New Roman font.

      iv. Narrative responses should be **double spaced**, with 1-inch margins, using 12-point Arial or Times New Roman font.

      v. The maximum page requirements per question shown in Exhibit L include both the statement of the question/area and Applicant's response to that question/area. Portions of question/area responses exceeding the maximum page allowance will not be reviewed by the Evaluation Committee.

5. Exhibits M. and N. in the Application package must be submitted in the following format:

   a. Document type: PDF

   b. Page size: letter (8 ½ inches by 11 inches)

   c. Page orientation: portrait or landscape

6. The inclusion of elaborate artwork, expensive visuals, embedded web links or other presentations as part of the application package are neither necessary nor desired and will not be rated or scored unless otherwise specified in the scored application narrative.

7. All applications must be submitted in the order specified in the Application Package Checklist (see Exhibit A).

8. The application must be submitted in the legal entity name of the organization and that legal entity shall be party to the contract. Applications submitted by a corporation must include the signature of an individual authorized by the organization's board of directors. Electronic or scanned authorized signature will be accepted.

9. This RFA requires no more than one (1) application per applying organization. Subsequent applications from an organization will not be reviewed.

10. Organizations may request a retraction of a submitted application package for any reason and resubmit a new application package. To retract and resubmit a new application package:

    a. The organization must email this request to ApplicationsMHA019@saccounty.gov.

The email must contain the resubmitted application package. If size constraints require sending the resubmitted application package across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFA number, whether email contains all or parts of an application package and "Request to Retract/ Resubmit". In the email message, the organization must request that the original application be retracted and replaced with the attached resubmitted application package. Email box ApplicationsMHA019@saccounty.gov will send an Automatic Reply email notifying proposers that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing resubmitted application packets or parts thereof.

b. The organization's request must be submitted by the application submission date shown in the RFA timeline.

c. Once the organization's request is submitted, by the application submission date shown in the RFA timeline, the County will delete the original application package and replace it with the resubmitted application.

d. The County **will not** pre-screen any application. It is the responsibility of the organization to ensure that their application package is complete.

e. Organizations are only allowed one retraction and resubmission request. All other requests will be denied.

11. The application packet must be sent via email to ApplicationsMHA019@SacCounty.gov as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the application packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFA number, and whether the email contains all or parts of an application packet (examples: *Smithsonian, RFA MHA019 Application – Complete Packet* or *Smithsonian, RFA MHA019 Application – Part 1 of 3*). Email box ApplicationsMHA019@SacCounty.gov will send an Automatic Reply email notifying applicants that their email(s) have been sent to the correct email address. An emailed receipt of delivery will be sent in response to all emails containing application packets or parts thereof.

12. **Applications not received by the date/time shown in the RFA timeline will be rejected.** It is the responsibility of the applicant to submit the application package by email by the time and date shown in the RFA timeline.

13. **Mailed or hand delivered hard copies or faxed submissions will not be accepted. Applications emailed to other email addresses will not be accepted.**

14. **DHS/BHS will reject any application not meeting ALL RFA requirements.**

# EXHIBIT A: APPLICATION PACKAGE CHECKLIST

The Application Package Checklist must be completed and submitted with your application package. All items must be submitted electronically in the order listed. Please utilize this checklist to ensure that your application package is complete.

**CHECKBOX ITEMS**

- ☐ 1. Application Package Checklist (see Exhibit A)
- ☐ 2. Application/Certification of Intent to Meet RFA 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
  - ☐ 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 organization's Board of Directors (see Exhibit D)
- ☐ 5. County of Sacramento Contractor Certification of Compliance with Child, Family and Spousal Support Form (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 with Quality Management and Compliance (see Exhibit I)
- ☐ 10. Independent Audited Financial Statement (see Exhibit J)
- ☐ 11. Budget (see Exhibit K)
- ☐ 12 Application 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 Application for compliance with screening requirements

- ☐ Authorized signatures on ALL documents in application package (electronic or scanned authorized signature will be accepted)
- ☐ Application package submitted electronically by date/time shown in RFA timeline

- ☐ All documents meet format and content requirements
- ☐ Independent Audited Financial Statement not more than 24 months old
- ☐ Insurance requirements met
- ☐ Attended Mandatory Applicants' Conference

**EXHIBIT B: THRIVE OUTPATIENT PROGRAM REQUEST FOR APPLICATION No. MHA/019 APPLICATION/CERTIFICATION OF INTENT TO MEET RFA REQUIREMENTS**

Applicants are required to complete Exhibit B, RFA No. MHA/019 Application/Certification of Intent to Meet RFA Requirements. This exhibit is a Portable Document Format (PDF) with fillable fields; the Exhibit B will be included in an email sent to Mandatory Applicants' Conference attendees.

**For the purposes of this document, the applicant is defined as the organization.**
**Instructions:** Applicants must: A) Respond to all sections of this Exhibit; 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) Include this Exhibit in your organization's application packet with authorized signature. Electronic or scanned authorized signature will be accepted.

| **A. ORGANIZATION'S INFORMATION** | | |
|---|---|---|
| 1. Organization Name | | 2. Federal Tax ID# |
| | | |
| 3. Organization Address | | |
| | | |
| 4. Parent Corporation Name | | |
| | | |
| 5. Parent Corporation Address | | |
| | | |
| 6. Contact Person & Title | Phone | Email |
| | | |
| 7. Person/Title Authorized (per Board Resolution) to sign on organization's behalf | Phone | Email |
| | | |
| 8. Number of years organization has been in business under present business name: | | |
| | | |

9. List contracts, for outpatient mental health programs serving adults, ages 18 and older, that were successfully completed in the past three (3) years:

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

| Contract Term | Legal Contract Name | Service Description | Fund Source(s) | Contract Value | Reason for Termination |
|---|---|---|---|---|---|
| | | | | | |
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11. List active contracts or other commitments (e.g. consulting arrangements). Attach supplementary sheets if necessary.

| Contract Term | Legal Contract Name | Service Description | Fund Source(s) | Contract Value |
|---|---|---|---|---|
| | | | | |
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| 12. Describe any litigation involving the organization and/or principal officers thereof. Please include details about resolution/conclusion. |
| --- |
| |

| B. ORGANIZATION'S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS | |
|---|---|
| 1. Single organization is submitting a single agency application only. (NOTE: No partnerships, multi-organization, or fiscal sponsorships applications 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 RFA No. MHA/019 Mandatory Applicants' Conference. | |
| Name(s) of Organization Representative(s) in attendance | |
| 4. Organization has three (3) or more years' experience providing community-based outpatient Medi-Cal services that includes moderate-to-high intensity specialty mental health, and co- occurring substance use disorder services to adults living with serious mental illness. Experience must also include crisis intervention services defined as a service requiring an immediate response for clients experiencing a crisis. | |
| How many years? | |
| 5. Organization has three (3) or more years' experience collaborating with all of the following systems: mental health system of care/Mental Health Plans (MHP), law enforcement, court systems, welfare, housing resources, hospitals and health care systems. | |
| List experiences of collaboration. | |
| Duration of Collaboration (ex: June 2007-June 2010) | List the Agency/Organization |
| | |
| | |
| | |
| | |
| | |
| 6. Organization has three (3) or more years' experience utilizing culturally informed care, trauma informed care, wellness and recovery action planning, and wellness, recovery and resiliency principles related to the provision of mental health treatment and support for adults, and their families/caregivers. | |
| 7. Organization has at least three (3) consecutive years within the past ten (10) years utilizing the same evidenced based practice (EBP), promising practice (PP), and/or community defined practice (CDP). EBP, PP and CDP are defined in ATTACHMENT 9, "Review Process for Implementation of New Clinical Practices Policy", of this RFA. | |
| | |
| If yes, provide the following details below. Attach supplementary sheets if necessary. | |
| | |

| Year Range Utilized (ex: 2007-2010) | Evidence Based Practice, Promising Practice, Community Defined Practice |
|---|---|
| | |
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|---|---|
| 8. Organization has the ability to provide and sustain at least one evidence-based practice (EBP) in compliance with Sacramento County BHS EBP registration requirements at the time of contract execution. | |
| 9. Organization has 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? | |
| 10. 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. | |
| 11. Organization will comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments. | |
| 12. Organization possesses 45 days of working capital. | |
| 13. Organization is in compliance with any outstanding corrective action plan. | |
| 14. Organization is a responsive applicant whose application complies with all requirements of this RFA No. MHA/019. | |

**Certification:**

I certify that all statements in this THRIVE Outpatient Program RFA No. MHA/019 Application are true and that all eligibility to apply/minimum requirements in this RFA 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 (_____) will comply with all requirements specified in the RFA. I agree to the right of the County, state, and federal government to audit (_____)'s financial and other records.

_____ _____

Electronic or Scanned 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 RFA are specified in the sample insurance exhibit. A contract negotiated following this RFA will include the attached insurance exhibit.

Your organization's application 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 application screening for this RFA, the County finds a problem with the applicants' insurance submission, the applicant will have until the date shown in the RFA timeline to submit any required documentation to the county. Applicants 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 RFA.

If your organization receives a formal contract offer at the completion of this RFA 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 applicant who submitted the next highest-rated application, or issue a new RFA.

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.

**COUNTY OF SACRAMENTO«CONTRACTTYPENAME» AGREEMENT NO. «ContractNum»**

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
«CONTRACTORNAME», hereinafter referred
to as "CONTRACTOR"**

# COUNTY OF SACRAMENTO INSURANCE REQUIREMENTS

## 1.0. INSURANCE REQUIREMENTS

**1.1.** CONTRACTOR shall procure, maintain, and keep in force at all times during the term of the Contract, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are intended for the protection of COUNTY and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, COUNTY does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Exhibit.

**1.2.** COUNTY reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. 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. Any claim by CONTRACTOR that COUNTY's insurance changes result in higher costs will be subject to review and approval by COUNTY, whose approval will not be unreasonably withheld.

**1.3.** Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the CONTRACTOR utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, CONTRACTOR shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

## 2.0. Verification of Coverage

**2.1.** CONTRACTOR shall furnish COUNTY with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof.

**2.2.** COUNTY reserves the right to require that CONTRACTOR also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein.

COUNTY further reserves the right to require that CONTRACTOR, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by COUNTY before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

**2.3.** COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice.

**2.4.** If CONTRACTOR utilizes proprietary coverage forms or endorsements, CONTRACTOR has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

## 3.0. Minimum Scope of Insurance and Limits

CONTRACTOR's coverage shall include the following:

**3.1.** GENERAL LIABILITY: Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001" (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:

| | |
|---|---|
| Each Occurrence | Two Million Dollars ($2,000,000) |
| Personal & Advertising Injury | Two Million Dollars ($2,000,000) |
| Products and Completed Operations Aggregate | Two Million Dollars ($2,000,000) |
| General Aggregate | Two Million Dollars ($2,000,000) |

**3.2.** AUTOMOBILE LIABILITY: Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by COUNTY in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

| | |
|---|---|
| Corporate/Business Owned Private Passenger Vehicles | One Million Dollars ($1,000,000) |
| Commercial Vehicles | One Million Dollars ($1,000,000) |

3.2.1. If there are no corporate/business owned vehicles covered by a Commercial Auto Policy,

3.2.2. then personal automobile insurance requirements apply to any individually owned personal vehicles used by CONTRACTOR for work or services being provided.

3.2.3. The personal automobile liability limits shall not be less than:
$300,000 Combined Single Limit or, if split limits are used, $100,000 per person, $300,000 each accident, $100,000 property damage.

**3.3.** WORKERS' COMPENSATION: Workers' Compensation insurance, with coverage as required by the State of California (unless the CONTRACTOR is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

| | |
|---|---|
| Each Accident | One Million Dollars ($1,000,000) |
| Disease Each Employee | One Million Dollars ($1,000,000) |
| Disease Policy Limit | One Million Dollars ($1,000,000) |

3.3.1. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.

3.3.2. If CONTRACTOR does not have any statutory employees, then Sections 3.3 and 3.3.1 do not apply. If CONTRACTOR hires employees during the term of the Agreement, then CONTRACTOR must comply with Sections 3.3 and 3.3.1.

**3.4.** UMBRELLA or EXCESS LIABILITY policies: CONTRACTOR is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

**3.5.** CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

3.5.1. The minimum limits shall be not less than $1,000,000 per claim or incident and $1,000,000 aggregate. Coverage shall include but is not limited to:

3.5.2. Third party injury or damage (including loss or corruption of data) arising from a negligent

act, error or omission or a data breach.

3.5.3. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

3.5.4. Administrative expenses for forensic expenses and legal services.

3.5.5. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

3.5.6. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

**3.6.** PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: OMITTED

**3.7.** PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession or services.

3.7.1. The minimum limits shall be not less than $1,000,000 per claim and aggregate.

**3.8.** If Professional Liability with Technology Errors and Omissions or Professional Liability coverage is written on a Claims Made form:

3.8.1. 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.

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

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

**3.9.** ABUSE or MOLESTATION: OMITTED

**4.0. Specific Insurance Requirements Related to Commercial General Liability Policies**

CONTRACTOR's Commercial General Liability policy shall contain the following provisions:

**4.1.** COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, "COUNTY ADDITIONAL INSUREDS") shall be included

as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of CONTRACTOR, or the acts or omissions of those acting on behalf of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR in conjunction with work or services provided by CONTRACTOR.

**4.2.** The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by any of the following methods:

4.2.1. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.2. Use of policy language as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.3. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names COUNTY ADDITIONAL INSUREDS as Additional Insureds.

**4.3.** COUNTY ADDITIONAL INSUREDS shall be included under CONTRACTOR's Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.

**4.4.** CONTRACTOR's Commercial General Liability policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS as required by written contract or agreement or as specifically endorsed as applicable.

**4.5.** CONTRACTOR's Commercial General Liability policy shall provide that for any claims related to the Agreement, CONTRACTOR's insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects COUNTY ADDITIONAL INSUREDS. Any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall be excess of CONTRACTOR's insurance, whether CONTRACTOR's insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by COUNTY ADDITONAL INSUREDS shall not contribute with it.

**4.6.** CONTRACTOR's Commercial General Liability policy 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.

**4.7.** If CONTRACTOR maintains higher limits than the minimums shown above, whether on a primary or excess basis, COUNTY requires and shall be entitled to coverage with the higher

limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to COUNTY.

**4.8.** CONTRACTOR shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. CONTRACTOR shall furnish COUNTY with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.

**4.9.** If CONTRACTOR will utilize subcontractors or subconsultants to perform work or services, CONTRACTOR shall require each of its subcontractors or subconsultants, at every tier, to include COUNTY ADDITIONAL INSUREDS as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.

**4.10.** CONTRACTOR shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

**4.11.** It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in 4.9. through 4.11.

**4.12.** Failure of CONTRACTOR to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for COUNTY ADDITIONAL INSUREDS, by CONTRACTOR and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

**5.0. Specific Insurance Requirements Related to Commercial Automobile Liability Policies**

**5.1.** CONTRACTOR's Commercial Automobile Liability policy shall include COUNTY ADDITIONAL INSUREDS as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.

**5.2.** CONTRACTOR's Commercial Automobile policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

**6.0. Deductibles and Self-Insured Retention**

**6.1.** Any deductible or self-insured retention that applies to Commercial General Liability,

Commercial Automobile Liability or Professional (E&O), must be declared to COUNTY. Any deductibles or self-insured retention in excess of $100,000 must be declared to and accepted by COUNTY in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-insured retentions to COUNTY's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. COUNTY reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of $100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and COUNTY shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

**7.0. (Reserved for future use.)**

**8.0. (Reserved for future use.)**

**9.0. (Reserved for future use.)**

**10.0. Other Insurance Provisions – All Policies**

The insurance policies required in this Exhibit are to meet the following provisions:

**10.1.** ACCEPTABILITY OF INSURERS**:** All of CONTRACTOR's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require COUNTY approval in writing, which approval shall not be unreasonably withheld.

10.1.1. Exceptions:

10.1.1.1. Underwriters at Lloyd's of London, which are not rated by A.M. Best.

10.1.1.2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

**10.2.** MAINTENANCE OF INSURANCE COVERAGE**:** CONTRACTOR shall maintain all insurance coverages in place at all times and provide COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is expressly required by this Exhibit to immediately notify COUNTY if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. 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. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to COUNTY prior to such change. Ten (10) days prior written notice shall be given to COUNTY in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

10.2.1. If CONTRACTOR fails to procure or maintain insurance as required herein, or fails to furnish COUNTY with proof of such insurance, COUNTY, at its discretion, may consider such failure to be a material breach of the Agreement.

10.2.2. 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.

10.2.3. The failure of COUNTY to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

**11.0. Notification of Claim**

**11.1.** If any claim for damages or injury 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 not be considered prompt and timely if not 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,** an application 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 ORGANIZATION) by its duly constituted Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED** that the persons named below are authorized to submit such an application 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

_____
ELECTRONIC or SCANNED SIGNATURE

**AUTHORIZED TO SUBMIT CLAIMS**

_____
TITLE

_____
PRINT NAME

_____
ELECTRONIC or SCANNED SIGNATURE

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of (NAME OF ORGANIZATION), 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

_____
ELECTRONIC or SCANNED SIGNATURE

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

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.

_____
**ORGANIZATION'S NAME**

_____ _____ _____
**Printed Name of person authorized to sign** **Electronic or Scanned Signature** **Date**

## EXHIBIT F: 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3)-year period preceding this Application/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.

_____

**ORGANIZATION'S NAME**

| _____ | _____ | _____ |
|---|---|---|
| **Printed Name of person authorized to sign** | **Electronic or Scanned Signature** | **Date** |

## EXHIBIT G: STATEMENT OF COMPLIANCE WITH SACRAMENTO COUNTY 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.**

**ORGANIZATION'S NAME**

| **Printed Name of the person authorized to sign** | **ELECTRONIC OR SCANNED SIGNATURE** | **DATE** |
|---|---|---|

# EXHIBIT H: ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

SACRAMENTO COUNTY

**DIVISION OF BEHAVIORAL HEALTH SERVICES**

**ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE**

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**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 (BHS) Cultural Competence Plan Objectives and the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.**

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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 policymaking, 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/under-served/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).

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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 a therapeutic 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.

**<u>Dissemination of these Provisions:</u> 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 applicant 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.

| | |
|---|---|
| **ORGANIZATION'S NAME** | **DATE** |
| **Printed Name of the person authorized to sign** | **ELECTRONIC OR SCANNED SIGNATURE** |

## EXHIBIT J: INDEPENDENT AUDITED FINANCIAL STATEMENT

1. Independent Audited Financial Statement Instructions: Applicants must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant (CPA), 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 application, plus the total of all the organization's existing contracts with DHS is less than $250,000, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent CPA in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (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 RFA allows for communication between the applicant, 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: Pass/Fail**

# EXHIBIT K: BUDGET

Exhibit K, Excel spreadsheet, will be included in an email sent to the Mandatory Applicants' Conference attendees.

**1.** Instructions for completing Staffing Detail, Budget Template and Budget Narrative**:**

a. Applicants are required to complete a 12-month budget (Exhibit K) that includes the Staffing Detail, Budget Template, and Budget Narrative. Exhibit K must be completed and submitted in your organization's application package. The budget is an Excel spreadsheet; the spreadsheet will include tabs for the Staffing Detail, Budget Template, and Budget Narrative.

b. The amounts identified in the Staffing Detail sheet automatically calculate and carry over to the Budget Template.

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. Instructions listed above have been followed.

b. Total proposed budget for services does not exceed total available funds.

c. Proposed indirect/allocated costs for services do not exceed 15% of proposed salary/benefits, and operating costs.

## EXHIBIT K STAFFING DETAIL

| Organization Name: | Fiscal Year: |
|---|---|
| | FY 2023-24 |

| No of FTEs | Case Carrying FTEs | % FTE Mode 45 Direct Services | % FTE - Mode 60 Direct Services 60-69 | % FTE Mode 15 M/C Direct Services | Direct Service FTE | Agency Position Classifications | QM Classification | Budgeted Compensation per FTE, Including Increased Compensation | Budgeted Compensation - County Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Program Direct Service Staff** | | | | | | | | | |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
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| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| **0.00** | **0.00** | | | | **0.00** | **TOTAL PROGRAM DIRECT SERVICE STAFF COMPENSATION :** | | | **$0** |
| **Contracted Direct Service Program Staff** | | | | | | | | | |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| | | | | | 0.00 | | | | $0 |
| **0.00** | **0.00** | | | | **0.00** | **TOTAL PROGRAM CONTRACTED STAFF COMPENSATION:** | | | **$0** |
| **0.00** | **0.00** | | | | **0.00** | **TOTAL ALL PROGRAM DIRECT STAFF COMPENSATION:** | | | **$0** |

### Administrative Staff

| No of FTEs | **Non-Allocated Administrative Staff:** Example: Clerical, Data Entry dedicated exclusively to this program. | Budgeted Compensation per FTE, Including Increased Compensation | Budgeted Compensation - County Funding |
|---|---|---|---|
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
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| | | | $0 |
| | | | $0 |
| | | | $0 |
| **0.00** | **TOTAL ADMINISTRATIVE STAFF COMPENSATION:** | | **$0** |

| No of FTEs | **Allocated Positions:**<br>**Those Shared With Other Programs.**<br>Examples include CEO, Fiscal, Legal, IT and HR staff. **INCLUDE benefits and payroll taxes for these positons in the budgeted compensation.** | Budgeted Compensation per FTE, Including Increased Compensation | Budgeted Compensation - County Funding |
|---|---|---|---|
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
| | | | $0 |
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| | | | $0 |
| | | | $0 |
| 0.00 | TOTAL ALLOCATED STAFF COMPENSATION: | | $0 |
| | TOTAL ADMINISTRATIVE PERSONNEL COSTS: | | $0 |

## EXHIBIT K BUDGET TEMPLATE

| Organization Name | Fiscal Year: |
|---|---|
| | FY 2023-24 |

### SECTION 1

| 1. SALARIES AND EMPLOYEE BENEFITS | | County Funding |
|---|---|---|
| a. | Program Staff - Employees (**FORMULA** from Staffing Detail) | $0 |
| b. | Admin Support - Employees (**FORMULA** from Staffing Detail) | $0 |
| c. | Payroll Taxes | |
| d. | Employee Benefits | |
| e. | Program Contracted Staff (**FORMULA** from Staffing Detail) | $0 |
| | **TOTAL PROGRAM SERVICES PERSONNEL EXPENSES (FORMULA):** | **$0** |

### 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):** | **$0** |

### SECTION 3

| 3. TOTAL PROGRAM SERVICES EXPENSES (FORMULA) | $0 |
|---|---|

### SECTION 4

**4. OVERHEAD AND ALLOCATED COSTS**

| | | |
|---|---|---|
| a. | Allocated Position Salaries, Benefits and Payroll Taxes. (**FORMULA** from Staffing Detail) | $0 |
| b. | Other allocated expenses. Provide explanation of allocation methodology in budget narrative. | |
| c. | Other INDIRECT expenses. Itemize and provide explanation in budget narrative. | |
| | **TOTAL ALLOCATED COSTS (NOT TO EXCEED 15% OF SECTION 3) (FORMULA):** | **$0** |

| SECTION 5 | | |
|---|---|---|
| **5. HOUSING AND FLEXIBLE SUPPORT** | | |
| a. | Master Lease | |
| b. | Motel/Hotel Payments | |
| c. | Voucher Supplements | |
| d. | Utilities | |
| e. | Moving Expenses/Furniture/Other Household Goods and Building Maintenance & Repair | |
| f. | Housing Readiness: Security Deposits, Credit Repair Fees, and Housing Documentation Readiness | |
| g. | Rent Gap | |
| h. | Food, Clothing, Hygiene, and Necessary Medical Remedies | |
| i. | Education and Employment Resources | |
| j. | Mental Health Medications (non Medi-Cal Beneficiaries Only) and Specialized Medical Provider | |
| k. | Client Supports: Travel/Transportation, Conference/Trainings, Other Purchased Supports, Special Events, Child Care/Respite, Translation/Interpreter. Itemize and provide explanation in budget narrative. | |
| | **TOTAL HOUSING AND FLEXIBLE SUPPORT (FORMULA):** | **$ -** |

| EXHIBIT K BUDGET NARRATIVE | | |
|---|---|---|
| | **Program Name:** | **Expenditure Agreement #** |
| | 0 | 0 |
| | **Contracting Agency:** | **Fiscal Year:** |
| | 0 | 2023-2024 |
| | | |
| **1. SALARIES AND EMPLOYEE BENEFITS** | | |
| a. | Program Staff: | |
| b. | Admin Support: | |
| c. | Payroll Taxes: | |
| d. | Employee Benefits: | |
| e. | Program Contracted Staff: | |
| | | |
| **2. OPERATING EXPENSES** | | |
| | Use your General Ledger if available. List major categories and include brief explanations of expenses listed in each major | |
| 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: | |
| k. | Medi-Cal Outreach expenses (List items it includes): | |
| | | |

| | |
|---|---|
| **4. OVERHEAD AND ALLOCATED COSTS** | |
| a. | Allocated Position Salaries, Benefits and Payroll Taxes. |
| | |
| b. | Other allocated expenses. Provide explanation of allocation methodology. |
| | |
| c. | Other indirect expenses. Itemize and provide explanation. |
| | |
| **ENHANCED CARE MANAGEMENT (ECM)** | |
| a. | ECM Unrestricted Fund Maximum: |
| b. | ECM Incentive Payment Program (IPP) Funds: |
| **5. HOUSING AND FLEXIBLE SUPPORT** | |
| a. | Master Lease |
| b. | Motel/Hotel Payments |
| c. | Subsidies |
| d. | Utilities |
| e. | Moving Expenses/Furniture/Other Household Goods and Building Maintenance & Repair |
| f. | Housing Readiness: Security Deposits, Credit Repair Fees, and Housing Documentation Readiness |
| g. | Rent Gap |
| h. | Food, Clothing, Hygiene, and Necessary Medical Remedies **(FSP Only)** |
| i. | Education and Employment Resources **(FSP Only)** |
| j. | Mental Health Medications (non Medi-Cal Beneficiaries Only) and Specialized Medical Provider **(FSP Only)** |
| k. | Client Supports **(FSP only)**: Travel/Transportation, Conference/Trainings, Other Purchased Supports, Special Events, Child Care/Respite, Translation/Interpreter. Provide amount budgeted for each applicable item. |
| | |

## EXHIBIT L: APPLICATION NARRATIVE AND PRESENTATION

A. Narrative formatting instructions may be found in Section III. B. of this RFA.

| **BHS Standards and Values should be incorporated in all aspects of the narrative** | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **I. Experience**<br>A. Describe your organization's experience and knowledge as it relates to delivering services to the population defined in this RFA's scope of work. Describe your organization's understanding of the characteristics, recidivism back to jail risk factors, and complex needs of the Sacramento County Justice Involved population as defined in this RFA.<br>B. Describe three (3) of your organization's most important successes and demonstrate how they relate to the scope of work as defined in this RFA. Describe the framework for quality measures and their impact on desired client outcomes and effective quality of care. Include client level outcomes and program outcomes that support program successes relevant to the scope of work defined in this RFA.<br>C. Describe how your organization has implemented new program model(s). Include your organization's experience in shifting organizational culture and structure and implementing new practices and program models, from executive management to direct staff to support staff. | Clarity and completeness of response; and:<br>A. Quality and relevance of experience that demonstrates the organization's understanding, ability and capacity to provide services to the population defined in this RFA's scope of work.<br>B. Program successes are relevant to the RFA's scope of work; quality and relevance of framework for quality measures and demonstrated understanding of their impact on desired client outcomes and effective quality of care; client level and program outcomes that support program successes relevant to the scope of work defined in this RFA.<br>C. Quality and relevance of experience that demonstrates the organization's understanding and experience in program-wide shifts in program models and culture, from executive management to direct staff to support staff. | 3 | 10 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **II. Crisis Response Protocols**<br><br>Describe your organization's crisis response protocols to resolve a crisis for the following:<br><br>A. Triaging client needs and providing face-to-face crisis intervention services 24 hours/7 days per week/365 days a year for the purpose of avoiding unnecessary hospitalization or incarceration.<br><br>B. Care coordination when system partners, such as jail, law enforcement, local emergency rooms, mobile crisis/system navigator programs, psychiatric hospitals or urgent care service providers inform your organization they are delivering services to your client.<br><br>C. Identifying, assessing, managing and supporting clients who need urgent medication services and supports.<br><br>D. Identifying, assessing, managing and supporting persons who are justice/court involved who need crisis support.<br><br>E. Client follow-up after-care services to prevent a relapse into crisis. | Clarity and completeness of response, and;<br><br>A. Quality of protocols that demonstrates the organization's ability and capacity to triage and provide immediate face-to-face crisis intervention services to avoid unnecessary hospitalization or incarceration as it relates to this RFA's scope of work.<br><br>B. Quality of effective care coordination and crisis response protocols that demonstrates understanding of the need to respond to, and coordinate with system partners coming into contact with clients.<br><br>C. Quality of protocols that demonstrates the importance of, and ability to, assess the level of need for medication services as well as provide urgent medication services and supports.<br><br>D. Quality of protocols that demonstrates the organization's ability to, assess, manage and support justice/court involved persons who need crisis support.<br><br>E. Quality of protocols that demonstrates the organization's ability to effectively provide follow-up, after-care services to clients to prevent relapse. | 4 | 15 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **III. OUTPATIENT TREATMENT Service Delivery Approaches**<br>A. Describe your organization's plan for operationalizing the THRIVE OUTPATIENT Program Service Delivery Approaches defined in this RFA's scope of work into your organization's culture and structure. Describe how your organization will implement and incorporate these Service Delivery Approaches in all aspects of service delivery.<br>B. Describe how your organization will measure the effectiveness of the Service Delivery Approaches. Please include how your program will meet the required staff productivity requirements of 40%.<br>C. Describe relevant, evidence-based practice(s), community defined practice(s) and/or promising practice(s) your organization will use for adults with a serious mental illness and who are justice involved and the rationale for using the practice(s) in conjunction with the Service Delivery Approaches defined in this RFA's scope of work to support clients' movement through treatment.<br>D. Describe how your organization implements culturally responsive and linguistically appropriate treatment planning and services to assist clients of various cultural practices and backgrounds move through treatment and successfully reduce system involvement. | Clarity and completeness of response, and:<br>A. Demonstrated comprehensive understanding of all Service Delivery Approaches defined in this RFA's scope of work; demonstrated incorporation of the approaches throughout the organization's culture and structure and in all aspects of service delivery.<br>B. Demonstrated understanding of methods that measure the effectiveness of the Service Delivery Approaches and in achieving recovery outcomes. Demonstrated strategy to meet 40% federal required productivity standard.<br>C. Demonstrated understanding of relevant evidence-based practice(s), community defined practice(s) and/or promising practice(s) to serve adults with serious mental illness and who are justice involved and the rationale for using them in conjunction with service delivery approaches defined in this RFA to effectively support clients' movement through treatment.<br>D. Demonstrated understanding of culturally and linguistically responsive treatment planning and services. Identifies appropriate understanding of inequities due to systemic and institutional barriers and the impact of these barriers and implicit bias on treatment and recovery services. | 4 | 15 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **IV. THRIVE Outpatient program effectiveness, outcomes, and recovery advancement**<br>A. Describe effective interventions and strategies for adults living with a serious mental illness and are justice involved/resistant to treatment. Describe engagement strategies that will assist them with participating in services and supporting ongoing program participation that will lead to effective outcomes and reduced recidivism rates as defined in this RFA's scope of work.<br>B. Describe the strategies your organization will use to promote recovery that leads individuals to optimum health and timely progression through services. Include how your organization will identify and measure the client's recovery progress through treatment, readiness for step-down to a lower level of care, and community integration.<br>C. Describe how your organization will measure effective utilization of interventions and strategies, including restorative justice practices, and how you will assess for and provide appropriate interventions to address criminogenic behaviors. Include how your organization will use information gathered from these measures to ensure treatment effectiveness.<br>D. Describe how your organization will obtain client and support person feedback to improve services, outcomes, and define client-driven recovery goals. | Clarity and completeness of response, and:<br>A. Demonstrated knowledge and understanding of effective interventions and strategies for Sacramento County adults with a serious mental illness that engage them into services and support ongoing program participation that lead to effective outcomes defined in this RFA's scope of work.<br>B. Demonstrated knowledge of effective strategies that support and promote recovery that leads individuals to optimum health and progression through treatment, including demonstrated knowledge of measuring progression and readiness for step-down to a lower level of care and community integration.<br>C. Demonstrated comprehensive plan to measure qualitative/effective utilization of interventions and strategies and relevance of how your organization will use the information gathered from these measures.<br>D. Demonstrated knowledge of effective strategies for soliciting meaningful feedback from clients and their identified support persons for improvement of services, outcomes, and development of client-driven recovery goals. | 3 | 15 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **V. THRIVE Outpatient Program Collaboration**<br>A. Identify the relevant Sacramento County system and community partners with whom your organization will collaborate to support clients and participants served through components of the THRIVE OUTPATIENT Program. Include rationale for how these collaborations will enhance service delivery.<br>B. Describe your organization's strategies for establishing and maintaining effective collaborations with relevant system and community partners, providers, organizations, and other local resources. | Clarity and completeness of response, and:<br>A. Demonstrated knowledge and understanding of relevant and important Sacramento County system and community partners to collaborate with to support clients and participants served though components of the THRIVE OUTPATIENT Program.<br>B. Demonstrated knowledge of strategies for establishing and maintaining effective collaborations with relevant system and community partners, providers, organizations, and other local resources. | 2 | 15 |
| **VI. THRIVE Outpatient Program Housing Services and Supports**<br>A. Describe the steps your organization will take to meet the housing needs of justive involved clients who are at risk of or experiencing homelessness.<br>B. Describe how your organization will create an array of housing resources and options for the justice involved population including provision of and assistance with benefit acquisition options for clients. | Clarity and completeness of response, and:<br>A. Demonstrated knowledge and understanding of steps required to support the housing needs of clients at risk of or experiencing homelessness.<br>B. Quality of plan to build housing resources and assistance with benefit acquisition options for clients. | 2 | 10 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **VII. THRIVE Outpatient Program Staffing & Training**<br>A. Describe your organization's plan for recruiting and hiring or subcontracting quality staff for this program. Include effective recruitment and hiring strategies for selecting staff experienced in providing behavioral health services that support clients and community members served through the THRIVE OUTPATIENT Program, and who reflect the cultural, linguistic, ethnic, sexual, and gender diversity of Sacramento County including those with lived mental health experience. | Clarity and completeness of response, and:<br>A. Demonstrated understanding of an effective and successful hiring and recruiting plan for selecting staff experienced in providing behavioral health services that support clients and community members served through the THRIVE OUTPATIENT Program, and who reflect the cultural, linguistic, ethnic, sexual, and gender diversity of Sacramento County including those with lived mental health experience. | 4 | 10 |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| B. Describe a staffing composition essential to the scope of work defined in the RFA. Include description of Full Time Equivalent (FTE), summary of job descriptions, necessary skill set, qualifications, and desired characteristics of each staff position. Describe how your organization arrived at the proposed staffing structure. Identify how your organization will provide staffing coverage for hours of operation as defined in the scope of work. | B. Demonstrated comprehensive understanding of staff positions, composition, structure and coverage essential to delivering services defined in this RFA's scope of work. | | |
| C. Describe your organization's training plan for leadership and program staff, including subcontracted staff utilized for the purposes described in this RFA. Include necessary training to ensure the delivery of quality services defined in this RFA's scope of work, including but not limited to, effective supervisory methods, training methods, tools that support staff morale and retention, training that provides guidance on both clinical and peer staff who deliver services defined in this RFA, and tools that measure the ability of all staff to perform job duties related to delivering quality services. | C. Description of a comprehensive training plan for leadership and program staff, including subcontracted staff, that includes the necessary training to ensure the delivery of quality services defined in this RFA's scope of work. The plan includes effective supervisory methods, oversight and monitoring strategies, training methods, and tools that support staff morale and retention, and guidance to clinical and peer staff who deliver services defined in this RFA and measures their ability to perform job duties related to delivering quality services. | | |

| BHS Standards and Values<br>should be incorporated in all aspects of the narrative | | | |
|---|---|---|---|
| **Areas to be addressed:** | **Applicants will be rated on:** | **Maximum Pages** | **Maximum Points** |
| **VIII. Program Siting and Compliance with Sacramento County's Good Neighbor Policy**<br>A. Describe how the principles of wellness and recovery, trauma-informed care, and culturally responsive care inform how your organization sites a behavioral health/mental health program that serves adults with a serious mental illness.<br>B. Describe common issues and neighborhood concerns regarding clients accessing on-site services and how your organization will address common issues and concerns that ensure good neighbor practices and compliance with Sacramento County's Good Neighbor Policy (see Exhibit G and ATTACHMENT 7). | Clarity and completeness of response, and:<br>A. Demonstrated understanding of how the principles of wellness and recovery, trauma-informed care, and culturally responsive care informs siting a behavioral health/mental health program.<br>B. Demonstrated knowledge of common issues and concerns regarding clients accessing on-site services, and knowledge of effective protocols and practices that address common issues and concerns and that ensure good neighbor practices and compliance with Sacramento County's Good Neighbor Policy. | 3 | 10 |
| **TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE** | | **25** | **100** |

## B. PRESENTATION INSTRUCTIONS:

1. Organizations that submit applications meeting eligibility and screening criteria as specified in this RFA will be contacted by Sacramento County BHS and assigned a specific date and time for a virtual briefing session and their virtual presentation.
2. The pre-scheduled 30-minute virtual briefing session will provide applicants an opportunity to test their operating system, browser, microphone and camera and to familiarize themselves with the platform prior to their virtual presentation.
3. Each organization may have no more than five (5) representatives presenting.
4. BHS will audio-visual record all organizations' presentations to be used by the County for RFA process and evaluation purposes only. All recordings become property of the County and are not subject to the California Public Records Act until contract execution.
5. All organization presenters will be required to sign a Consent Form for Video/Audio Recording before presentations commence.

6. Organizations may **not** use any handouts, visual presentations, audio equipment or software programs during the presentation.
7. At the scheduled virtual presentation date and time, the organization will be provided:
    a. One (1) question and two (2) vignettes
    b. Thirty (30) minutes to prepare oral responses to the question and vignettes.
    c. Thirty (30) minutes to respond to the question and vignettes.
8. Applicant (organization) responses will be rated on:
    a. Question: Clarity, quality and completeness of response; and
        i. Energy and enthusiasm that embodies a comprehensive understanding of services, clients and participants served, and Service Delivery Approaches defined in this RFA's scope of work.
        ii. Understanding of BHS Vision, Mission and Core Values.
        iii. Creativity and use of effective approaches in The THRIVE Outpatient Program components resulting in positive outcomes for the population served defined in this RFA's scope of work.
    b. Vignettes: Clarity and completeness of response and demonstrated comprehensive understanding of services, clients and participants served, Service Delivery Approaches.
9. **Maximum 10 points per question and 10 points per vignette for a total maximum possible points of 30 for the Presentation.**

## EXHIBIT M: ORGANIZATIONAL CHART

Applicants are required to submit a current organizational chart that includes the placement of the new program as described in this RFA. Include this Exhibit M in your organization's application packet. The organizational chart will not be scored, but should complement your organization's narrative.

## EXHIBIT N: START-UP WORK PLAN

The Exhibit N: Start-Up Work Plan is a formatted Word document and will be included in an email sent to the Mandatory Applicants' Conference attendees. Applicants are required to complete and include the Exhibit N: Start-Up Work Plan in your application packet.

Instructions for completing: **Identify the action steps for the development and implementation of the THRIVE OUTPATIENT PROGRAM .** Applicants will be rated on clarity, quality, comprehensiveness, organization, completeness and feasibility of the Start-Up Work Plan; demonstrated understanding of principles of wellness and recovery, strength based, trauma-informed and culturally responsive care as it relates to all aspects of your organization's culture and program siting and implementation; demonstrated understanding of program operations and creative hiring strategies; demonstrated understanding of community/neighbor collaborations as it relates to good neighbor practices and Sacramento County's Good Neighbor Policy; demonstrated ability to deliver services within a six (6) month timeframe upon contract execution; demonstrated understanding of potential barriers to all implementation steps, including the potential of being awarded and starting up multiple contracts/programs at one time, and effectiveness of solutions to address barriers. **Maximum possible points for the Start-Up Work Plan 20 points.**

| **Start-Up Work Plan** | | | | | | |
|---|---|---|---|---|---|---|
| **Step** | **Action Steps What will be done to ensure that the organization can deliver services by March 1, 2024** | **Responsibilities Who will complete the action step?** | **Resources**<br>**A. Resources available**<br>**B. Resources Needed (financial, human, political & other)** | **Timeline By When? (Day/Month)** | **Potential Barriers** | **Solution** |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4. | | | | | | |
| 5. | | | | | | |

# EXHIBIT O:
# REQUEST FOR APPLICATION No. MHA/019
# APPLICANT QUESTIONS FORM

Instructions for completion and submission:

1. Exhibit O: RFA No. MHA/019 Applicant Questions Form is a Portable Document Format (PDF) document with fillable fields. Organization representatives registered for the Mandatory Applicants' Conference will be emailed the Exhibit O: RFA No. MHA/019 Questions Form.
2. Applicant questions must be submitted on this RFA MHA/019 Questions Form. The completed form must be attached to the sender's email and emailed to QuestionsMHA019@saccounty.gov by the date shown in the RFA timeline. Emails subject line must read, "RFA MHA/019 Questions Form".
3. Questions in any other form (either written or oral) about the RFA, its scope of work, or related processes will not be accepted.
4. Applicant questions will not be accepted after the Questions Form submission deadline as shown in the RFA timeline.
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question and answer document that will be emailed to organization representatives who attended the Mandatory Applicants' Conference. At the sole discretion of Sacramento County BHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

| | |
|---|---|
| **Date** | |
| **Organization: (insert name)** | |
| **Submitted By: (insert name and title)** | |
| **E-Mail Address:** | |

| **RFA Section Number** | **RFA Page Number** | **Concisely describe your Question. Use a separate row for each question.** |
|---|---|---|
| | | |
| | | |

| RFA Section Number | RFA Page Number | Concisely describe your Question. Use a separate row for each question. |
|---|---|---|
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|---|---|---|---|
| | **County of Sacramento**<br>**Behavioral Health Services** | Policy No. | **QM-20-04** |
| | | Issued Date | **07/01/2019** |
| | | Revision Date | |
| AREA:<br>**Federal Managed Care Regulations** | | TITLE:<br>**Timely Access** | |
| Approved by:<br>(Signature on File)<br>**Signed version available upon request** | | Approved by:<br>(Signature on File)<br>**Signed version available upon request** | |
| Alexandra Rechs, LMFT<br>Program Manager, Quality Management | | | |

## BACKGROUND

It is the policy of the Sacramento County Division of Behavioral Health Services (DBHS) and the Mental Health Plan (MHP) to comply with all state and federal statutory and regulatory requirements for timely access to services established by Title 42, Code of Federal Regulations (CFR), Part 438.68: Network Adequacy Standards, Part 438.206: Availability of Services, and Part 438.207: Assurances of Adequate Capacity and Services; Title 28, California Code of Regulations (CCR) § 1300.67.2.2: Timely Access to Non-Emergency Health Care Services; MHSUDS Information Notice No.: 18-011. Federal Network Adequacy Standards for Mental Health Plans (MHPS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) Pilot Counties; and MHSUDS Information Notice No: 19-20. Client Services Information (CSI) Assessment Record.

## DEFINITIONS

**New Client -** Any Medi-Cal beneficiary requesting a Specialty Mental Health Service that was not served within that system in the last 3 years.

**Urgent Services** - A request for service shall be considered urgent when the enrollee's condition is such that the enrollee faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process, would be detrimental to the enrollee's life or health or could jeopardize the enrollee's ability to regain maximum function.

## PURPOSE

This policy establishes the timely access to service standards and tracking requirements for Sacramento County Mental Health Plan (MHP).

## DETAILS

Effective immediately, mental health and substance use disorder treatment providers in the Mental Health Plan (MHP) will comply with the network adequacy standards for timely access to services as specified in the table below. Timely access standards for outpatient services refers to the number of business days or hours in which a MHP provider must make an appointment available to a beneficiary from the date the beneficiary or a provider acting on behalf of the beneficiary, requests a medically necessary service. The initial assessment for outpatient services will begin with the Access Team or another designated entry point (e.g. Guest House, Intensive Placement Team) upon receipt of a service request.

| Sacramento County MHP Timely Access Standards | | |
|---|---|---|
| Type of Service | Non-Urgent | Urgent |
| Psychiatry | Within 15 business days from request to appointment | Within 48 hours of the request |
| Outpatient Services with a non-physician mental health providers where prior authorization is not required | Within 10 business days from request to appointment | Within 48 hours of the request |
| Outpatient Services with a non-physician mental health providers where prior authorization is required | Within 10 business days from request to appointment | Within 96 hours of the request |

A. Tracking Requirements

For all new clients, providers who receive direct referrals from the public must track the following data in accordance with MHP procedures:

1. Date & Time of First Contact to Request Services
2. Urgency of the need for service (see definitions section for definition of Urgent Service)
3. Assessment Appointment First Offer Date & Time
4. Assessment Appointment Accepted Date & Time
5. Assessment Start Date
6. Assessment End Date
7. Treatment Appointment First Offer Date & Time
8. Treatment Appointment Accepted Date & Time
9. Treatment Start Date
10. Closed Out Date
11. Closure Reason
12. Referral Source
13. Referred To

B. Monitoring

The MHP will monitor the service delivery system for compliance with the timeliness standards and with this policy. MHP will also monitor each provider for compliance with timeliness standards, data collection and reporting, and issuing appropriate notices of action.

C. Non-Compliance with Timely Access Standards

1. If any timely access to service standard is not met for a beneficiary, the beneficiary will be sent a "Notice of Adverse Benefit Determination
2. NOABD-Timely Access shall be issued as follows:
   a. The beneficiary or the parent or legal guardian will be sent a NOABD-Timely Access by the provider responsible for providing the services.
   b. The issuing provider shall fax or send via US Mail a copy of the NOABD-Timely Access to Sacramento County Member Services immediately upon issuance to the beneficiary:

      Mail: Sacramento County Member Services
      Quality Management
      7001-A East Parkway, Suite 300
      Sacramento, CA 95823

      Fax: (916) 875-0877

D. Non-Compliance with Timely Access Policy

Any failure to comply with this policy will result in a plan of correction

**REFERENCES/ATTACHMENTS:**

- CMS Medicaid and CHIP Managed Care Final Rule (Final Rule)
- California Health and Safety Code (HSC) §1367.01
- Title 42, Code of Federal Regulation-s (CFR), Part 438.68: Network Adequacy
- Standards, Part 438.206: Availability of Services, and Part 438.207: Assurances of Adequate Capacity and Services.
- Title 28, California Code of Regulations (CCR) §1300.67.2.2: Timely Access to Non-Emergency Health Care Services

**RELATED POLICIES:**

- No. 02-01 Notices of Action

**DISTRIBUTION:**

| Enter X | DL Name | Enter X | DL Name |
|---|---|---|---|
| X | Mental Health Staff | X | Mental Health Treatment Center |
| X | Adult Contract Providers | X | Children Contract Providers |
| | | | |

**CONTACT INFORMATION:**

Quality Management Information: QMInformation@SacCounty.net

FACT SHEET | AUGUST 2017

# Key Ingredients for Trauma-Informed Care

*A trauma-informed approach to care acknowledges that in order to provide effective health care services, care teams need to have a complete picture of a patient's life situation — past and present.*

Health policymakers and practitioners are increasingly aware of the detrimental effects of trauma on health. The landmark Adverse Childhood Experiences (ACE) study[1] demonstrated that the more an individual is exposed to adverse experiences like physical, emotional or sexual abuse, neglect, discrimination, and violence, the greater the risk for chronic health conditions and health-risk behaviors later in life such as heart disease, depression, liver disease, sexually transmitted diseases, and substance use. By recognizing trauma as an important factor impacting health throughout the lifespan, and by offering trauma-informed approaches and treatments in health care settings, provider organizations can more effectively treat patients, thereby potentially improving health outcomes, reducing avoidable care utilization, and curbing excess costs.

## Supporting Key Organizational and Clinical Practices

A comprehensive approach to trauma-informed care must involve both organizational and clinical practices. Health care organizations often train their clinical staff in trauma-specific treatment approaches, but may not implement broad changes across their organizations to address trauma. Widespread changes to organizational policy and culture need to be adopted across a health care setting for it to become truly trauma-informed. Organizational practices that recognize the impact of trauma reorient the culture of a health care setting to address the potential for trauma in patients and staff, while trauma-informed clinical practices address the impact of trauma on individual patients.

### Key Ingredients for Trauma-Informed Care

**ORGANIZATIONAL**

- Lead and communicate about the transformation process
- Engage patients in organizational planning
- Train clinical as well as non-clinical staff members
- Create a safe physical and emotional environment
- Prevent secondary traumatic stress in staff
- Hire a trauma-informed workforce

**CLINICAL**

- Involve patients in the treatment process
- Screen for trauma
- Train staff in trauma-specific treatment approaches
- Engage referral sources and partner organizations

This fact sheet describes key ingredients necessary for establishing a trauma-informed approach at the organizational and clinical levels. Drawing from the insights of experts across the country, the Center for Health Care Strategies (CHCS) compiled these elements to help guide practitioners interested in making the transformation to providing trauma-informed care. To bring each key ingredient to life, this fact sheet outlines a tangible example from one of the six pilot sites participating in *Advancing Trauma-Informed Care*, a national initiative made possible by the Robert Wood Johnson Foundation. The three-year initiative aims to increase understanding of how trauma-informed approaches can be implemented in the health care sector to improve patient outcomes and increase staff wellness.

CHCS Center for Health Care Strategies, Inc.

Robert Wood Johnson Foundation

## *Organizational Ingredients in Practice*

| Ingredient | In Practice |
|---|---|
| Lead and communicate about the transformation process | To reach its goal of becoming a trauma-informed system, the San Francisco Department of Public Health (SFDPH) is providing its staff of more than 9,000 employees with a foundational trauma training and spreading trauma knowledge throughout the system via staff champions. |
| Engage patients in organizational planning | The University of California at San Francisco (UCSF) Women's HIV Program hosts monthly stakeholder meetings, including at least four patient representatives at the table. Designed to ensure open channels of communication between patients and staff, these meetings have led to innovations such as new patient education and support groups. |
| Train clinical as well as non-clinical staff members | Montefiore Medical Group (Montefiore) works to ensure a positive overall experience at each practice by training both clinical and non-clinical staff, including front-desk personnel, to respectfully communicate with patients and understand how trauma influences behavior. |
| Create a safe physical and emotional environment | The bright atrium of Stephen & Sandra Sheller 11th Street Family Health Services (11th Street) was designed to serve as a calm and welcoming space for visitors. 11th Street is also creating an *emotionally* safe place for clients and staff by committing to open communication and democratic decision-making. |
| Prevent secondary traumatic stress in staff | Montefiore's clinics are in underserved areas in the Bronx and West Chester County, NY. Violence in these communities can have an emotional toll on staff. Montefiore's *Critical Incident Management Team*, including behavioral health specialists, visit clinics following a violent incident to provide support. These interventions help staff feel cared for, and may help prevent post-traumatic stress disorder. |
| Hire a trauma-informed workforce | When patients first arrive at the UCSF Women's HIV Program, they are greeted by someone who, like themselves, has been diagnosed with HIV. These peer clinic hosts help make patients feel welcome by reducing the stigma HIV-positive individuals often face in society. |

## *Clinical Ingredients in Practice*

| Ingredient | In Practice |
|---|---|
| Involve patients in the treatment process | 11th Street Family Services is seeking to address the anxiety that someone with a history of trauma may feel in specific situations—for example, in a "compromised" position in the dental exam chair. Patients develop a treatment plan with the dental staff to identify what they are comfortable with and what they are not, and treatment will not begin until the patient approves the approach. |
| Screen for trauma | The Center for Youth Wellness (CYW) in San Francisco is connected to the Bayview Child Health Center, located in one of the city's poorest neighborhoods. Staff screen each patient and caregiver using the ACE-Q — a screening tool developed by CYW. After reviewing a patient's score, the physician discusses the effect of toxic stress on health, and if necessary, coordinates referrals to trauma-informed partners. |
| Train staff in trauma-specific treatment approaches | The Greater Newark Healthcare Coalition (GNHHC) is a nonprofit collaborative of stakeholders committed to improving the quality of, and access to, health services in Newark, New Jersey. GNHHC is partnering with Rutgers University Behavioral Healthcare to provide trauma-informed care training to pediatric residents at Newark Beth Israel Medical Center and the staff of BRICK Academy schools. |
| Engage referral sources and partner organizations | GNHCC is conducting a citywide environmental scan of health care and social service providers to assess each organization's trauma-informed care knowledge and competency. GNHCC will provide trauma-informed care training to organizations based on the results of the scan, with the goal of all city providers becoming trauma-informed. |

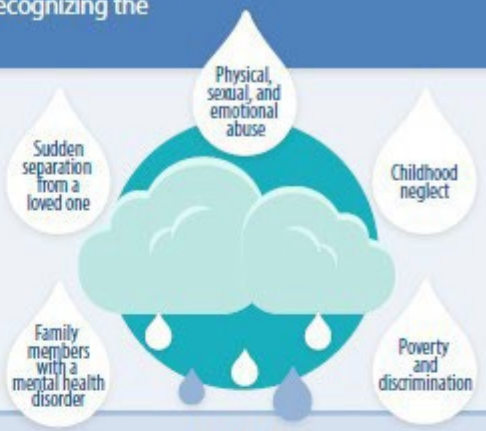
[1] V.J. Felitti, R.F. Anda, D. Nordenberg, D.F. Williamson, A.M. Spitz, V. Edwards, et al. "Relationship of Childhood Abuse and Household Dysfunction to Many of the Leading Causes of Death in Adults The Adverse Childhood Experiences (ACE) Study." *American Journal of Preventive Medicine*, 14, no. 4 (1998): 245-258.

# 10 KEY INGREDIENTS FOR TRAUMA-INFORMED CARE

As health care providers become aware of the harmful effects of trauma on physical and mental health, they are increasingly recognizing the value of **trauma-informed approaches to care.**

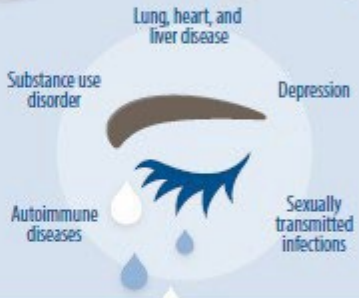
## WHAT IS TRAUMA?

The Substance Abuse and Mental Health Services Administration (SAMHSA) describes trauma as **events or circumstances** experienced by an individual as **physically or emotionally harmful** or **life-threatening**, which result in adverse effects on the individual's **functioning and well-being**.




## WHAT IS THE IMPACT OF TRAUMA ON HEALTH?

The Adverse Childhood Experiences (ACE) Study, conducted by the CDC and Kaiser Permanente, revealed that the more an individual is exposed to a variety of stressful and potentially traumatic experiences, the greater the risk for **chronic health conditions** and **health-risk behaviors** later in life.




## HOW CAN PROVIDERS BECOME TRAUMA-INFORMED?

**Trauma-informed care** acknowledges that understanding a patient's life experiences is key to potentially improving engagement and outcomes while lowering unnecessary utilization.

In order to be successful, trauma-informed care must be adopted at the **organizational *and* clinical levels.**

**Organizational practices** reorient the culture of a health care setting to address the potential for trauma in patients *and* staff:

1. Lead and communicate about being trauma-informed
2. Engage patients in organizational planning
3. Train both clinical and non-clinical staff
4. Create a safe physical and emotional environment
5. Prevent secondary traumatic stress in staff
6. Build a trauma-informed workforce

**Clinical practices** address the impact of trauma on individual patients:

7. Involve patients in the treatment process
8. Screen for trauma
9. Train staff in trauma-specific treatments
10. Engage referral sources and partner organizations

For more details, read CHCS' brief, *Key Ingredients for Successful Trauma-Informed Care Implementation.*
Visit **www.chcs.org** for additional resources.

CHCS Center for Health Care Strategies, Inc.

Robert Wood Johnson Foundation

# Strengths Model Fidelity Scale

Center for Mental Health Research and Innovation University of Kansas School of Social Welfare

| **Item 1.** ***Caseload Ratios*** | | | | | |
|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 |
| 1) Average caseload size for the team. | ≥ 32 | 28-31 | 24-27 | 20-23 | ≤ 19 |

| **Item 2.** ***Community Contact*** | | | | | |
|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 |
| 2) Percentage of client contact that occurs in the community. | ≤ 49% or information cannot be determined | 50-64% | 65-74% | 75-84% | ≥ 85% |

**Item 3.** ***Strengths-Based Group Supervision***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 3a) Group supervision occurs once a week lasting between 90 minutes and 2 hours. | Does not occur | < 1 hour per week, or less than once per week | 1 hour, once per week | 90 minutes, once per week | ≥ 2 hours, once per week |
| 3b) Group supervision focuses primarily on discussion of clients rather than administrative tasks. | ≤ 40% client-focused | 41-50% client-focused | 51-69% client-focused | 70-79% client-focused | ≥ 80% client-focused |
| 3c) A specific set of clients are presented using the formal group supervision process. | Formal group supervision not used | | 1 client presented | 2 clients presented | ≥ 3 clients presented |
| 3d) Strengths Assessments are distributed to each team member for all presentations. | Never | | Occasionally | | Always |
| 3e) The direct service worker clearly states the client's goal(s) during the presentation. | Never | | Occasionally | | Always |
| 3f) The direct service worker clearly states what they want help with from the group during the presentation. | Never | | Occasionally | | Always |
| 3g) The team asks constructive questions based on the client's Strengths Assessment during the presentation. | No questions are based on the client's SA | | Minority of questions are based on the client's SA | | Majority of questions are based on the client's SA |
| 3h) The team brainstorms constructive suggestions related to the Strengths Assessment to help the client achieve their goal or help the direct service worker engage with the client and/or develop a goal. | 0-4 ideas per presentation | 5-9 ideas per presentation | 10-14 ideas per presentation | 15-19 ideas per presentation | ≥ 20 ideas per presentation |

| | | | | | |
|---|---|---|---|---|---|
| 3i) At the end of each presentation, the presenting staff person will:<br>• State when they will see the person next or their plan to contact the person (and)<br>• State what ideas they will present to the person or what strategy theywill use to engage with the person | Does not occur | < 1 hour per week, or less than once per week | 65-74% | 75-84% | ≥ 85% |

**Item 4. *Supervisor***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 4a) Supervisor spends at least 2 hours per week providing a quality review of tools related to the Strengths Model (i.e. Strengths Assessments and Personal Recovery Plans) and integration of these tools into actual practice. | ≤ 29 minutes | 30-59 minutes | 60-89 minutes | 90-119 minutes | ≥ 2 hours |
| 4b) Supervisor spends at least 2 hours per week giving direct service workers specific and structured feedback on skills/tools related to the Strengths Model of case management. | ≤ 29 minutes | 30-59 minutes | 60-89 minutes | 90-119 minutes | ≥ 2 hours |
| 4c) Supervisor spends at least 2 hours per week providing field mentoring for direct service workers. | ≤ 29 minutes | 30-59 minutes | 60-89 minutes | 90-119 minutes | ≥ 2 hours |
| 4d) Ratio of direct service workers to supervisor. | ≥ 9:1 | 8:1 | 7:1 | 6:1 | ≤ 5:1 |

**Item 5.** ***Strengths Assessment***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 5a) There is evidence that the Strengths Assessment (SA) is used regularly in practice. | ≤ 60% used and updated at least monthly | 61-70% used and updated at least monthly | 71-80% used and updated at least monthly | 81-90% used and updated at least monthly | 91-100% used and updated at least monthly |
| 5b) Client interests and/or aspirations are identified with detail and specificity. | ≤ 60% identified at least 3 | 61-70% identified at least 3 | 71-80% identified at least 3 | 81-90% identified at least 3 | 91-100% identified at least 3 |
| 5c) Client language is used (e.g. "I want more friends" rather than "increase socialization skills") and it is clear that the client was involved in developing the SA. | ≤ 60% demonstrate predominant use of client language | 61-70% demonstrate predominant use of client language | 71-80% demonstrate predominant use of client language | 81-90% demonstrate predominant use of client language | 91-100% demonstrate predominant use of client language |
| 5d) Talents and/or skills are listed on the SA in some detail and specificity. | ≤ 60% identified at least 6 | 61-70% identified at least 6 | 71-80% identified at least 6 | 81-90% identified at least 6 | 91-100% identified at least 6 |
| 5e) Environmental strengths are listed on the SA in some detail and specificity. | ≤ 60% identified at least 6 | 61-70% identified at least 6 | 71-80% identified at least 6 | 81-90% identified at least 6 | 91-100% identified at least 6 |
| 5f) Percent of clients who have a Strengths Assessment. | ≤ 60% | 61-70% | 71-80% | 81-90% | 91-100% |

**Item 6.** ***Integration of Strengths Assessment with Treatment Plan***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 6) Strengths Assessment is used to help clients develop treatment plan goals. | ≤ 60% of treatment plan goals link directly to the SA | 61-70% of treatment plan goals link directly to the SA | 71-80% of treatment plan goals link directly to the SA | 81-90% of treatment plan goals link directly to the SA | 91-100% of treatment plan goals link directly to the SA |

**Item 7.** ***Personal Recovery Plan***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 7a) Agency uses the Personal Recovery Plan (PRP) as a tool for helping clients achieve goals. | Not used | 1-25% of clients used a PRP in the last 90 days | 26-50% of clients used a PRP in the last 90 days | 51-75% of clients used a PRP in the last 90 days | ≥ 76% of clients used a PRP in the last 90 days |
| ***Only rate items 7b through 7e if the agency stated they use the Personal Recovery Plan; otherwise, the rating for 7a will serve as the final rating for this item.** | | | | | |
| 7b) Goals on the PRP should use the client's own language, the actual passion statement, and state why the goal is important to the person. | ≤ 44% of goals use client's language | 45-59% of goals use client's language | 60-74% of goals use client's language | 75-89% of goals use client's language | ≥ 90% of goals use client's language |

| | | | | | |
|---|---|---|---|---|---|
| 7c) Long-term goal on the PRP is broken down into smaller, measureable steps. | ≤ 44% of steps on the PRP are broken down and measurable | 45-59% of steps on the PRP are broken down and measurable | 60-74% of steps on the PRP are broken down and measurable | 75-89% of steps on the PRP are broken down and measurable | ≥ 90% of steps on the PRP are broken down and measurable |
| 7d) Specific and varying target dates are set for each step on the PRP. | ≤ 44% of dates on the PRP are specific and have variation | 45-59% of dates on the PRP are specific and have variation | 60-74% of dates on the PRP are specific and have variation | 75-89% of dates on the PRP are specific and have variation | ≥ 90% of dates on the PRP are specific and have variation |
| 7e) There is evidence that PRPs are used during nearly every contact with the client. | ≤ 44% of PRPs are used nearly every contact with the client | 45-59% of PRPs are used nearly every contact with the client | 60-74% of PRPs are used nearly every contact with the client | 75-89% of PRPs are used nearly every contact with the client | ≥ 90% of PRPs are used nearly every contact with the client |

**Item 8.** ***Naturally Occurring Resources***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 8a) Direct service workers help clients access naturally occurring resources to help people achieve goals. | ≤ 10% of goals have evidence of the direct service worker helping to access at least one naturally occurring resource | 11-25% of goals have evidence of the direct service worker helping to access at least one naturally occurring resource | 26-40% of goals have evidence of the direct service worker helping to access at least one naturally occurring resource | 41-75% of goals have evidence of the direct service worker helping to access at least one naturally occurring resource | ≥ 76% of goals have evidence of the direct service worker helping to access at least one naturally occurring resource |

| | | | | | |
|---|---|---|---|---|---|
| 8b) Direct service workers use more naturally occurring resources than formal mental health resources to help people achieve goals. | ≤ 10% of goals clearly reflect a trend toward the use of naturally occurring resources | 11-25% of goals clearly reflect a trend toward the use of naturally occurring resources | 26-40% of goals clearly reflect a trend toward the use of naturally occurring resources | 41-75% of goals clearly reflect a trend toward the use of naturally occurring resources | ≥ 76% of goals clearly reflect a trend toward the use of naturally occurring resources |

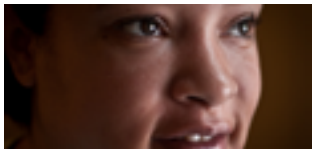
**Item 9.** ***Hope Inducing Practice***

| | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| 9a) Direct service workers' interactions with people are directed toward movement on a goal that is meaningful and important to the person. | Direct service worker actively detracts from movement on a goal that is meaningful and important to the person | Direct service worker discourages movement on a goal that is meaningful and important to the person | Direct service worker is neutral relative to movement on a goal that is meaningful and important to the person | Direct service worker is accepting and supportive of movement on a goal that is meaningful and important to the person | Direct service worker actively contributes to movement on a goal that is meaningful and important to the person |
| 9b) Direct service workers' interactions with people are directed toward expanding the person's autonomy and choice. | Direct service worker actively detracts from or denies client's perception of choice or control | Direct service worker discourages client's perception of choice or responds to it superficially | Direct service worker is neutral relative to client autonomy and choice | Direct service worker is accepting and supportive of client autonomy | Direct service worker adds significantly to the feeling and meaning of client's expression of autonomy in such a way as to markedly expand client's experience of own control and choice |

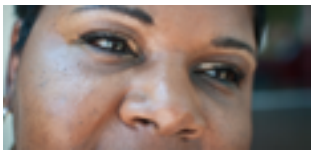
SOAR WORKS

SAMHSA
Substance Abuse and Mental Health Services Administration

# SSI/SSDI OUTREACH, ACCESS, AND RECOVERY: AN OVERVIEW







## THE ISSUE

Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) are disability income benefits administered by the Social Security Administration (SSA) that also provide Medicaid and/or Medicare health insurance to eligible children and adults. The application process for SSI/SSDI is complicated and difficult to navigate. Nationally, about 30 percent of adults who apply for these benefits are approved on initial application and appeals take an average of over 1.5 years to complete.

For people who are experiencing or at-risk of homelessness or who are returning to the community from institutions (jails, prisons, or hospitals), access to these programs can be extremely challenging. Approval on initial application for people who are experiencing or at-risk of homelessness and who have no one to assist them is about **10-15 percent**. For those who have a serious mental illness, substance use issues, or co-occurring disorders that impair cognition, the application process is even more difficult – yet accessing these benefits is often a critical first step in building resiliency and supporting recovery.

## A SOLUTION

The Substance Abuse and Mental Health Services Administration (SAMHSA) developed the SSI/SSDI Outreach, Access, and Recovery (SOAR) model to address this critical need. SOAR-trained case managers submit complete and quality applications that are approved quickly. By maximizing income supports through benefits access and employment support, individuals experiencing or at risk of homelessness can achieve housing stability. The SAMHSA SOAR TA Center provides a three-step approach to SOAR implementation:

### STRATEGIC PLANNING

Strategic planning meetings bring key state/local stakeholders (e.g., SSA and Disability Determination Services (DDS); State Mental Health Agency and Department of Corrections leadership; and community homeless, health, behavioral health providers, youth, family, and adult peer representatives) together to **collaborate and agree** upon a SOAR process for the submission and processing of adult SSI/SSDI and child SSI applications and **develop** an action plan to implement their SOAR program.

### TRAINING LEADERS

Training of case managers using the **SOAR Online Course: Adult and Child Curricula**. These free, web-based courses include the development of a practice case using a fictional applicant. A **Leadership Academy** program creates strong local leaders to support SOAR-trained case managers and coordinate local SOAR programs.

### TECHNICAL ASSISTANCE

Individualized technical assistance for supporting **action plan implementation**, identifying funding opportunities for **sustainability**, developing **quality review** procedures, and assisting with **tracking outcomes** to document success and identify areas for improvement and expansion.

## OUTCOMES

Since 2006, over **62,444** people are receiving benefits because of SOAR.

The 2022 approval rate on initial SOAR-assisted applications averages **68 percent** in **153 days**.

In 2022 alone, SSI/SSDI brought at least **$630 million** into the economies of the participating localities.

For more information, e-mail us at soar@prainc.com or visit https://soarworks.samhsa.gov/

Substance Abuse and Mental Health Services Administration
SAMHSA
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

BRINGING RECOVERY SUPPORTS TO SCALE
*Technical Assistance Center Strategy (BRSS TACS)*

# Core Competencies for Peer Workers in Behavioral Health Services

## OVERVIEW

In 2015, SAMHSA led an effort to identify the critical knowledge, skills, and abilities (leading to Core Competencies) needed by anyone who provides peer support services to people with or in recovery from a mental health or substance use condition. SAMHSA—via its Bringing Recovery Supports to Scale Technical Assistance Center Strategy (BRSSTACS) project—convened diverse stakeholders from the mental health consumer and substance use disorder recovery movements to achieve this goal. SAMHSA in conjunction with subject matter experts conducted research to identify Core Competencies for peer workers in behavioral health. SAMHSA later posted the draft competencies developed with these stakeholders online for comment. This additional input helped refine the Core Competencies and this document represents the final product of that process.

As our understanding of peer support grows and the contexts in which peer recovery support services are provided evolve, the Core Competencies must evolve over time. Therefore, updates to these competencies may occur periodically in the future.

Core Competencies are intended to apply to all forms of peer support provided to people living with or in recovery from mental health and/or substance use conditions and delivered by or to adults, young adults, family members and youth. The competencies may also apply to other forms of peer support provided by other roles known as peer specialists, recovery coaches, parent support providers or youth specialists. These are not a complete set of competencies for every context in which peer workers provide services and support. They can serve as the foundation upon which additional competencies for specific settings that practice peer support and/or for specific groups could be developed in the future. For example, it may be helpful to identify additional competencies beyond those identified here that may be required to provide peer support services in specific settings such as clinical, school, or correctional settings. Similarly, there may be a need to identify additional Core Competencies needed to provide peer support services to specific groups, such as families, veterans, people in medication-assisted recovery from an SUD, senior citizens, or members of specific ethnic, racial, or gender-orientation groups.

## BACKGROUND

### What is a peer worker?

The role of the peer support worker has been defined as "offering and receiving help, based on shared understanding, respect and mutual empowerment between people in similar situations." Peer support has been described as "a system of giving and receiving help" based on key principles that include "shared responsibility, and mutual agreement of what is helpful."[1] Peer support workers engage in a wide range of activities, including advocacy, linkage to resources, sharing of experience, community and relationship building, group facilitation, skill building, mentoring, goal setting, and more. They may also plan and develop groups, services or activities, supervise other peer workers, provide training, gather information on resources, administer programs or agencies, educate the public and policymakers, and work to raise awareness.[2]

1 Mead, S., Hilton, D. & Curtis, L. (2001). Peer support: A theoretical perspective. Psychiatric Rehabilitation Journal, 25(2), 134-141.
2 Jacobson, N. et.al. (2012). What do peer support workers do? A job description. BMC Health Services Research. 12:205

As mentioned previously, the development of additional Core Competencies may be needed to guide the provision of peer support services to specific groups who also share common experiences such as family members. The shared experience of being in recovery from a mental or substance use disorder or being a family member of a person with a behavioral health condition is the foundation on which the peer recovery support relationship is built in the behavioral health arena.

## What is recovery?

SAMHSA developed the following working definition of recovery by engaging key stakeholders in the mental health consumer and substance use disorder recovery communities:

> *Recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.*[3]

Throughout the competencies, the term "recovery" refers to this definition. This definition does not describe recovery as an end state, but rather as a process. Complete symptom remission is neither a prerequisite of recovery nor a necessary outcome of the process. According the SAMHSA Working Definition of Recovery, recovery can have many pathways that may include "professional clinical treatment; use of medications; support from families and in schools; faith-based approaches; peer support; and other approaches." SAMHSA has identified four major dimensions that support a life in recovery:

1. Health—Learning to overcome, manage or more successfully live with the symptoms and making healthy choices that support one's physical and emotional wellbeing;
2. Home—A stable and safe place to live;
3. Purpose—Meaningful daily activities, such as a job, school, volunteer work, or creative endeavors; and, increased ability to lead a self-directed life; and meaningful engagement in society; and
4. Community—Relationships and social networks that provide support, friendship, love, and hope

Peer workers help people in all of these domains.

## What are Core Competencies?

Core Competencies are the capacity to easily perform a role or function. They are often described as clusters of the knowledge, skills, and attitudes a person needs to have in order to successfully perform a role or job or as the ability to integrate the necessary knowledge, skills, and attitudes. Training, mentoring, and supervision can help people develop the competencies needed to perform a role or job.[4] [5] This will be the first integrated guidance on competencies for peer workers with mental health and substance use lived experience.

## Why do we need to identify Core Competencies for peer workers?

Peer workers and peer recovery support services have become increasingly central to people's efforts to live with or recover from mental health and substance use disorders. Community-based organizations led by people who have lived experience of mental health conditions and/or who are in recovery from substance use disorders are playing a growing role in helping people find recovery in the community. Both the mental health consumer and the substance use disorder recovery communities have recognized the need for Core Competencies and both communities actively participated in the development of these peer recovery support worker competencies.

## Potential Uses of Core Competencies

Core Competencies have the potential to guide delivery and promote best practices in peer support. They can be used to inform peer training programs, assist in developing standards for certification, and inform job descriptions. Supervisors will be able to use competencies to appraise peer workers' job performance and peers will be able to assess their own work performance and set goals for continued development of these competencies.

3 Substance Abuse and Mental Health Services Administration. SAMHSA's Working Definition of Recovery. PEP12-RECDEF, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2012.

4 Henandez, R.S., O'Connor, S.J. (2010). Strategic Human Resources Management in Health Services Organizations. Third Edition. Delmar Cengage Learning. P. 83.

5 Sperry, L. (2010). Core Competencies in Counseling and Psychotherapy: Becoming a Highly Competent and Effective Therapist. Routledge. P. 5.

Core Competencies are not intended to create a barrier for people wishing to enter the peer workforce. Rather they are intended to provide guidance for the development of initial and on-going training designed to support peer workers' entry into this important work and continued skill development.

## Core Competencies, Principles and Values

Core Competencies for peer workers reflect certain foundational principles identified by members of the mental health consumer and substance use disorder recovery communities. These are:

RECOVERY-ORIENTED: Peer workers hold out hope to those they serve, partnering with them to envision and achieve a meaningful and purposeful life. Peer workers help those they serve identify and build on strengths and empower them to choose for themselves, recognizing that there are multiple pathways to recovery.

PERSON-CENTERED: Peer recovery support services are always directed by the person participating in services. Peer recovery support is personalized to align with the specific hopes, goals, and preferences of the individual served and to respond to specific needs the individuals has identified to the peer worker.

VOLUNTARY: Peer workers are partners or consultants to those they serve. They do not dictate the types of services provided or the elements of recovery plans that will guide their work with peers. Participation in peer recovery support services is always contingent on peer choice.

RELATIONSHIP-FOCUSED: The relationship between the peer worker and the peer is the foundation on which peer recovery support services and support are provided. The relationship between the peer worker and peer is respectful, trusting, empathetic, collaborative, and mutual.

TRAUMA-INFORMED: Peer recovery support utilizes a strengths-based framework that emphasizes physical, psychological, and emotional safety and creates opportunities for survivors to rebuild a sense of control and empowerment.

# Core Competencies for Peer Workers in Behavioral Health Services

## Category I: Engages peers in collaborative and caring relationships

This category of competencies emphasized peer workers' ability to initiate and develop on-going relationships with people who have behavioral health condition and/or family members. These competencies include interpersonal skills, knowledge about recovery from behavioral health conditions and attitudes consistent with a recovery orientation.

1. Initiates contact with peers
2. Listens to peers with careful attention to the content and emotion being communicated
3. Reaches out to engage peers across the whole continuum of the recovery process
4. Demonstrates genuine acceptance and respect
5. Demonstrates understanding of peers' experiences and feelings

## Category II: Provides support

The competencies in this category are critical for the peer worker to be able to provide the mutual support people living with behavioral health conditions may want.

1. Validates peers' experiences and feelings
2. Encourages the exploration and pursuit of community roles
3. Conveys hope to peers about their own recovery
4. Celebrates peers' efforts and accomplishments
5. Provides concrete assistance to help peers accomplish tasks and goals

## Category III: Shares lived experiences of recovery

These competencies are unique to peer support, as most roles in behavioral health services do not emphasize or even prohibit the sharing of lived experiences. Peer workers need to be skillful in telling their recovery stories and using theirlived experiences as a way of inspiring and supporting a person living with behavioral health conditions. Family peer support worker likewise share their personal experiences of self-care and supporting a family-member who is living with behavioral health conditions.

1. Relates their own recovery stories, and with permission, the recovery stories of others' to inspire hope
2. Discusses ongoing personal efforts to enhance health, wellness, and recovery
3. Recognizes when to share experiences and when to listen
4. Describes personal recovery practices and helps peers discover recovery practices that work for them

## Category IV: Personalizes peer support

These competencies help peer workers to tailor or individualize the support services provided to and with a peer. By personalizing peer support, the peer worker operationalizes the notion that there are multiple pathways to recovery.

1. Understands his/her own personal values and culture and how these may contribute to biases, judgments and beliefs
2. Appreciates and respects the cultural and spiritual beliefs and practices of peers and their families
3. Recognizes and responds to the complexities and uniqueness of each peer's process of recovery
4. Tailors services and support to meet the preferences and unique needs of peers and their families

## Category V: Supports recovery planning

These competencies enable peer workers to support other peers to take charge of their lives. Recovery often leads people to want to make changes in their lives. Recovery planning assists people to set and accomplish goals related to home, work, community and health.

1. Assists and supports peers to set goals and to dream of future possibilities
2. Proposes strategies to help a peer accomplish tasks or goals
3. Supports peers to use decision-making strategies when choosing services and supports
4. Helps peers to function as a member of their treatment/recovery support team
5. Researches and identifies credible information and options from various resources

## Category VI: Links to resources, services, and supports

These competencies assist peer workers to help other peers acquire the resources, services, and supports they need to enhance their recovery. Peer workers apply these competencies to assist other peers to link to resources or services both within behavioral health settings and in the community. It is critical that peer workers have knowledge of resources within their communities as well as on-line resources.

1. Develops and maintains up-to-date information about community resources and services
2. Assists peers to investigate, select, and use needed and desired resources and services
3. Helps peers to find and use health services and supports
4. Accompanies peers to community activities and appointments when requested
5. Participates in community activities with peers when requested

## Category VII: Provides information about skills related to health, wellness, and recovery

These competencies describe how peer workers coach, model or provide information about skills that enhance recovery. These competencies recognize that peer workers have knowledge, skills and experiences to offer others in recovery and that the recovery process often involves learning and growth.

1. Educates peers about health, wellness, recovery and recovery supports
2. Participates with peers in discovery or co-learning to enhance recovery experiences
3. Coaches peers about how to access treatment and services and navigate systems of care
4. Coaches peers in desired skills and strategies
5. Educates family members and other supportive individuals about recovery and recovery supports
6. Uses approaches that match the preferences and needs of peers

## Category VIII: Helps peers to manage crises

These competencies assist peer workers to identify potential risks and to use procedures that reduce risks to peers and others. Peer workers may have to manage situations, in which there is intense distress and work to ensure the safety and well-being of themselves and other peers.

1. Recognizes signs of distress and threats to safety among peers and in their environments
2. Provides reassurance to peers in distress
3. Strives to create safe spaces when meeting with peers
4. Takes action to address distress or a crisis by using knowledge of local resources, treatment, services and support preferences of peers
5. Assists peers in developing advance directives and other crisis prevention tools

## Category IX: Values communication

These competencies provide guidance on how peer workers interact verbally and in writing with colleagues and others. These competencies suggest language and processes used to communicate and reflect the value of respect.

1. Uses respectful, person-centered, recovery-oriented language in written and verbal interactions with peers, family members, community members, and others
2. Uses active listening skills
3. Clarifies their understanding of information when in doubt of the meaning
4. Conveys their point of view when working with colleagues
5. Documents information as required by program policies and procedures
6. Follows laws and rules concerning confidentiality and respects others' rights for privacy

## Category X: Supports collaboration and teamwork

These competencies provide direction on how peer workers can develop and maintain effective relationships with colleagues and others to enhance the peer support provided. These competencies involve not only interpersonal skills but also organizational skills.

1. Works together with other colleagues to enhance the provision of services and supports
2. Assertively engages providers from mental health services, addiction services, and physical medicine to meet the needs of peers
3. Coordinates efforts with health care providers to enhance the health and wellness of peers
4. Coordinates efforts with peers' family members and other natural supports
5. Partners with community members and organizations to strengthen opportunities for peers
6. Strives to resolve conflicts in relationships with peers and others in their support network

## Category XI: Promotes leadership and advocacy

These competencies describe actions that peer workers use to provide leadership within behavioral health programs to advance a recovery-oriented mission of the services. They also guide peer workers on how to advocate for the legal and human rights of other peers.

1. Uses knowledge of relevant rights and laws (ADA, HIPAA, Olmstead, etc.) to ensure that peer's rights are respected
2. Advocates for the needs and desires of peers in treatment team meetings, community services, living situations, and with family
3. Uses knowledge of legal resources and advocacy organization to build an advocacy plan
4. Participates in efforts to eliminate prejudice and discrimination of people who have behavioral health conditions and their families
5. Educates colleagues about the process of recovery and the use of recovery support services
6. Actively participates in efforts to improve the organization
7. Maintains a positive reputation in peer/professional communities

## Category XII: Promotes growth and development

These competencies describe how peer workers become more reflective and competent in their practice. The competencies recommend specific actions that may serve to increase peer workers' success and satisfaction in their current roles and contribute to career advancement.

1. Recognizes the limits of their knowledge and seeks assistance from others when needed
2. Uses supervision (mentoring, reflection) effectively by monitoring self and relationships, preparing for meetings and engaging in problem-solving strategies with the supervisor (mentor, peer)
3. Reflects and examines own personal motivations, judgments, and feelings that may be activated by the peer work, recognizing signs of distress, and knowing when to seek support
4. Seeks opportunities to increase knowledge and skills of peer support

*Last Updated December 7, 2015*

| | | |
|---|---|---|
| **County of Sacramento<br>Department of Health Services<br>Division of Behavioral Health Services<br>Policy and Procedure** | Policy Issuer (Unit/Program) | **QM** |
| | Policy Number | **QM-01-07** |
| | Effective Date | **07-01-2005** |
| | Revision Date | **01-01-2022** |
| Title:<br>**Determination for Medical Necessity and Access to Specialty Mental Health Services** | Functional Area:<br>**Access** | |
| Approved By: (Signature on File) **Signed version available upon request**<br>**Alexandra Rechs**<br>Program Manager, Quality Management | | |

**BACKGROUND/CONTEXT:**

Sacramento County Mental Health Plan (MHP) is dedicated to serving people with psychiatric disabilities from various target populations, ages, cultural and ethnic communities. The goal is to promote recovery and wellness for adult and older adults with severe mental illness, and resiliency for children with serious emotional disorders and their families.

With the California Advancing and Innovating Medi-Cal (CalAIM) initiative, DHCS aims to design a coherent plan to address beneficiaries' needs across the continuum of care to ensure that all Medi-Cal beneficiaries receive coordinated services in support of improved health outcomes. The goal is to ensure access to the right care in the right place at the right time.

To achieve this aim, DHCS has clarified the responsibilities of Mental Health Plans (MHPs), including updating the criteria for access to SMHS, for both adults and beneficiaries under age 21, except for psychiatric inpatient hospital and psychiatric health facility services. BHIN 21-073 supersedes California Code of Regulations (CCR), title 9, sections 1830.205 and 1830.210 and other guidance published prior to January 1, 2022, regarding medical necessity criteria for MHP reimbursement of SMHS (other than psychiatric inpatient hospital and psychiatric health facility services), including components of BHIN 20-043.

**DEFINITIONS:**

**Fee-For-Service (FFS) Medi-Cal Delivery System:** Under FFS, the state pays enrolled Medi-Cal providers directly for covered services provided to Medi-Cal beneficiaries. FFS providers render services and then submit claims for payment that are adjudicated, processed, and paid (or denied) by the Medi-Cal program's fiscal intermediary.

**Homelessness:** The beneficiary meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the

purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

**Involvement in Child Welfare**: The beneficiary has an open child welfare services case, or the beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

**Juvenile Justice Involvement:** The beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meets the "juvenile justice involvement" criteria.

**Managed Care Plan (MCP):** MCPs are responsible for the Medi-Cal physical healthcare benefit. They are also responsible for a portion of the mental health benefit, and must provide specified services to adults diagnosed with a mental health disorder, as defined by the current Diagnostic and Statistical Manual of Mental Disorders (DSM), that results in mild to moderate distress or impairment of mental, emotional, or behavioral functioning. MCPs must also provide medically necessary non-specialty mental health services to children under the age of 21. MCPs refer to and coordinate with county Mental Health Plans (MHPs) for the delivery of specialty mental health services (SMHS).

**Medical Necessity:** The criteria that identify service need based on inclusion of specific signs, symptoms, and conditions and proposed treatment associated with mental illness. Determination of medical necessity requires inclusion of a covered diagnosis; an established level of impairment; an expectation that specialty mental health treatment is necessary to address the condition; and the condition would not be responsive to physical health care based treatment. Medical necessity is defined by the California Code of Regulations and is contained in a variety of State Department of Health Care Services (DHCS) notices and letters delineating requirements for county mental health services.

**Medically Necessary Services:** Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services (CMS) makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition, and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition

**Non-Specialty Mental Health Services (NSMHS):** NSMHS are delivered via MCP and FFS delivery systems and are provided to recipients 21 years and over with mild-to- moderate distress or mild-to-moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders. NSMHS may be provided to recipients under age 21, to the extent otherwise eligible for services through EPSDT, regardless of level of distress or impairment or the presence of a diagnosis, and recipients of any age with potential mental health disorders not yet diagnosed.

**Specialty Mental Health Services (SMHS):** Specialty mental health services include but are not limited to: Assessment, Plan Development, Rehabilitation Services, Therapy Services, Collateral, Medication Support Services, Targeted Case Management, Crisis Intervention, Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS). SMHS are provided to Medi-Cal beneficiaries through County Mental Health Plans (MHPs). All the MHPs are part of county mental health or behavioral health departments and the MHP can provide services through its own employees or through contract providers.

**PURPOSE:**

This policy and procedure updates Sacramento County guidelines and criteria for accessing Specialty Mental Health Services (SMHS) as described in the Department of Health Care Services' (DHCS) Behavioral Health Information Notice (BHIN) 21-073. Under this BHIN, access criteria and medical necessity criteria are separated and redefined.

**DETAILS:**

A. **Process to Determine Medical Necessity:** All Staff conducting the initial assessment meet the qualifications for Licensed Professional of Healing Arts (LPHA) and function as part of the MHP Access Team or specifically designated entry points of services. The process to determine Medical Necessity is as follows:
   i. The Access Team will make an initial determination of Medical Necessity criteria for outpatient services. The Access Team will document their determination and refer to the appropriate provider based on said determination.
   ii. The Access Team designates additional specified points of entry for vulnerable population in order to provide presumptive determination of eligibility to prevent barriers to care.
   iii. Service providers receiving assignments from the Access Team are required to confirm medical necessity and to complete the appropriate assessment upon contact with referred individuals.
   iv. Service providers will continue to review and confirm medical necessity annually at minimum.

B. **Criteria for Adult Beneficiaries to Access the SMHS Delivery System:** For beneficiaries 21 years of age or older, a county MHP shall provide covered SMHS for beneficiaries who meet both of the following criteria, (1) and (2) below:
   1. The beneficiary has one or both of the following:
      a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
      b. A reasonable probability of significant deterioration in an important area of life functioning.

   AND

2. The beneficiary's condition as described in paragraph (1) is due to either of thefollowing:
    a. A diagnosed mental health disorder, according to the criteria of the currenteditions of the Diagnosis and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems.
    b. A suspected mental disorder that has not yet been diagnosed.

C. **Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:** For enrolled beneficiaries under 21 years of age, a county MHP shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

1. The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department,[1] involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

**OR**

2. The beneficiary meets both of the following requirements in a) and b), below:
    a. The beneficiary has at least one of the following:
        i. A significant impairment
        ii. A reasonable probability of significant deterioration in an important area of life functioning
        iii. A reasonable probability of not progressing developmentally as appropriate.
        iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

**AND**

    b. The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
        i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders[2] and the International Statistical Classification of Diseases and Related Health Problems.
        ii. A suspected mental health disorder that has not yet been diagnosed.
        iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.[3]

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

[1] MHPs are not required to implement a trauma screening tool until DHCS issues additional guidance regarding approved tool(s) for the purposes of SMHS access criteria.

[2] A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not "mental health disorders" for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

[3] Welf. & Inst. Code, § 14184.402(d)

## Additional Coverage Requirements and Clarifications

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.[4]
- The beneficiary has a co-occurring substance use disorder.

Per Welfare and Institutions Code section 14184.402(f)(1)(A), a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a CMS-approved ICD-10 diagnosis code.[5] In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS-approved ICD-10 diagnosis code list. For example, these include codes for "Other specified" and "Unspecified" disorders," or "Factors influencing health status and contact with health services" (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

The portion of BHIN 20-043 that limits SMHS to a list of DHCS included ICD-10 diagnoses is superseded by BHIN 21-073, effective January 1, 2022 (except for psychiatric inpatient hospital and psychiatric health facility services.)

## Non-Specialty Mental Health Services

Non-Specialty Mental Health Services (NSMHS) are delivered by Medi-Cal Managed Care Plans (MCP) and Medi-Cal Fee-for-Service (FFS) providers and include the following:[6]

- Mental health evaluation and treatment, including individual, group and family Psychotherapy[7]
- Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
- Outpatient services for purposes of monitoring drug therapy
- Psychiatric consultation
- Outpatient laboratory, drugs, supplies and supplement

MHPs also provide these types of services; however, the level of impairment is typically identified as "moderate to severe" versus the "mild to moderate" level of impairment that supports the provision of NSMHS.

BHIN 21-073 does not change the respective responsibilities of MHPs, Medi-Cal MCPs and the Medi-Cal FFS delivery systems. Services for symptoms or conditions solely due to a medical condition (e.g., traumatic brain injury) remain the responsibility of the MCP or the FFS delivery system. However, SMHS are reimbursable for beneficiaries with medical diagnoses if they also have mental health conditions and meet criteria for SMHS as described above. Coordination of care between the MHP and the MCP may be necessary to address beneficiaries' needs.

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[4] Some SMHS may still require an individual plan of care, such as Targeted Case Management (42 C.F.R. § 440.169.). DHCS will issue forthcoming guidance regarding documentation.
[5] The ICD 10 Tabular (October 1st thru September 30th) at https://www.cms.gov/medicare/icd-10/2022-icd-10-cm
[6] Welf. & Inst. Code, § 14184.402(b)(1)
[7] Dyadic services will be provided effective 7/1/22.

**Criteria for Beneficiaries to Access Non-Specialty Mental Health Services**

MCPs are required to provide or arrange for the provision of NSMHS for the following populations:[8]

- Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;[9]
- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

**REFERENCE(S)/ATTACHMENTS:**

- California Code of Regulations, Title 9
- BHIN-21-073-Criteria-for-Beneficiary-to-Specialty-MHS-Medical-Necessity-and-Other-Coverage-Req

**RELATED POLICIES:**

- All MHP P&P's
- All MHTC P&P's

**DISTRIBUTION:**

| Enter X | DL Name | Enter X | DL Name |
|---|---|---|---|
| X | Mental Health Staff | | |
| X | Mental Health Treatment Center | | |
| X | Adult Contract Providers | | |
| X | Children's Contract Providers | | |
| X | Substance Use, Prevention, and Treatment Services | | |
| | Specific grant/specialty resource | | |
| | | | |

**CONTACT INFORMATION:**

- Quality Management Program
  QMInformation@saccounty.net

[8] Welf. & Inst. Code, § 14184.402(b)(2)

[9] A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not "mental health disorders" for the purpose of determining whether a beneficiary meets criteria for access to the NSMHS delivery system. However, MCPs must cover NSMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for NSMHS as described above.

# 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 application 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 expediently.

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 noncompliance 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 application of the Good Neighbor Policy.

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

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| **County of Sacramento**<br>**Department of Health and Human Services**<br>**Division of Behavioral Health Services**<br>**Policy and Procedure** | Policy Issuer (Unit/Program) | **QM** |
| | Policy Number | **QM-03-07** |
| | Effective Date | **06-07-2005** |
| | Revision Date | **07/01/2023** |
| Title:<br>**Staff Registration/Credentialing** | Functional Area:<br>**Beneficiary Protection** | |
| Approved By: (Signature on File) **Signed version available upon request**<br><br>**Alexandra Rechs, LMFT**<br>Program Manager, Quality Management | | |

**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 may provide or direct others in providing specialty mental health or substance use prevention and treatment services. Direction may include, but is not limited to, acting as a clinical team leader, providing direct or functional supervision of service delivery, approval of client plans. The LPHA directing services is ultimately responsible for the specialty mental health or substance use prevention and treatment services provided. An LPHA must sign staff registration applications, as required, and must possess and maintain a valid California Professional License at all times in one of the following professional classifications (California Code of Regulations, Title 9, Division 1, Article 8.):

1. **Psychiatrist, Medical Doctor, Psychiatric Resident (Licensed)**
2. **Doctor of Osteopathy (DO)**
3. **Licensed Physician (LP)**
4. **Licensed Clinical Psychologist (PSY, Ph.D., PsyD)**
5. **Registered or Advance Practice Pharmacist**
6. **Licensed Clinical Social Worker (LCSW)**
7. **Licensed Marriage and Family Therapist (LMFT)**

**8. Licensed Professional Clinical Counselor (LPCC)**

**9. Registered Nurse**
**10. Nurse Practitioner, Nurse Practitioner Psychiatric Specialist (NP, NPPS) ***
**11. Physician Assistant (PA)****

*** Nurse Practitioner, Nurse Practitioner Psychiatric Specialist (NP, NPPS)**
- 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

**Certified Nurse Specialist (CNS)**
A CNS possesses a valid California CNS license from the Board of Registered Nursing (BRN). In California a CNS does not have prescriber authority, meaning that they are not allowed to prescribe medication but are able to administer medications.

**License Waivered, or Registered**
A license waivered or registered individual may provide the same specialty mental health or substance use prevention and treatment services as an LPHA. However, they may direct services only under the supervision of an LPHA. In addition, a license waived staff may not sign staff registration applications that require the signature of a licensed staff or co-sign clinical documentation that requires the signature of a licensed staff. A license waivered or registered staff is an individual who is an Associate Marriage and Family Therapist (AMFT), an Associate Clinical Social Worker (ASW), an Associate Professional Clinical Counselor (APCC), Registered Psychologist (RPS) or a Registered Psychological Assistant (PSB), registered with their respective Board in good standing, 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 provide the same services as an LPHA.
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.**

**Licensed Vocational Nurse (LVN)**
An LVN possesses a valid California LVN license. Must meet specific criteria to direct specialty mental health or substance use prevention and treatment services. (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 direct specialty mental health or substance use prevention and treatment services. (See P&P # 04-01 Site Certification for details)

**Registered Pharmacist or Advanced Practice Pharmacist**
A Pharmacist possesses a valid California State Board of Pharmacy license in good standing.

**Mental Health Rehabilitation Specialist (MHRS)**
A MHRS provides specialty mental health services under the direction of a licensed or license waived staff. A MHRS requires co-signatures on clinical documentation in accordance with applicable QM policies and procedures and the Staff Registration-Service and Billing Matrix. A 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**

**Other Qualified Provider (OQP)**
California's Medicaid State Plan (Medi-Cal) defines Other Qualified Provider as an individual at least 18 years of age with a high school diploma or equivalent degree determined to be qualified to provide the service by the county behavioral health department. As of July 1, 2023, the following classifications will be registered/reregistered into the OQP classification:
Mental Health Assistants (I, II, III) and Non-certified Peers

**Student**
A Student Trainee 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 cosignature required.

**Alcohol and Other Drug (AOD) Certified/Registered Counselor**
Certified/Registered AOD Counselor is an individual who has completed program requirements and is certified by a DHCS Designated Certifying Organization. The individual must remain in good standing with their certifying organization to provide substance use prevention and treatment services for DBHS.

**Certified Peer Specialist**
Certified Peer Specialists are individuals with lived experience as behavioral health clients, family members, or caregivers. Their role is to provide support and to help others to navigate complex social systems, like the behavioral health system. In order to use the recently added Certified Peer Specialist Medi-Cal Service Codes the peers must have participated in a DHCS approved peer training program and have passed the certification exam. Certified Peer Specialists must maintain an active certification to perform in this role.

**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 substance use and prevention services. It is the policy of Behavioral Health Services to certify each qualifying staff providing mental health and/or substance use and prevention services, directly or indirectly. A Staff Identification (ID) is issued based on meeting requirements for each classification. Failure to register a staff prior to the staff providing services to clients at a MHP or SUPT provider site where the staff is employed may result in disallowance of all claims submitted by this staff until the staff is appropriately registered.

**Completing staff registration in SmartCare requires shared data entry responsibilities between QM and Sacramento County Electronic Health Record (EHR) teams. Due to this new process both the Staff Registration/Credentialing Application, supporting forms and documents, AND the EHR Training Registration Form will all be sent directly to the QM Staff Registration email**

**box at DHSQMStaffReg@saccounty.gov**

**DETAILS:**

**I. Staff Registration/Credentialing Application**

The completed Quality Management Staff Registration/Credentialing Application 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 at the start of employment.

**A. Specify the reason for the application:**

1. **New** – This staff is unknown to the MHP or SUPT and does not possess a Staff Identification (ID) Number. An EHR Account/Training Registration form must be completed for both CalMHSA LMS and Sacramento County BHS-EHR live trainings and submitted with the Staff Registration packet. This is required for new user account creation and must be signed by the agency's Authorized Approver. This form can be found on the BHS website at BHS EHR Training Registration Form
2. **Update**- This staff possesses a Staff ID, and the agency wishes to change information previously submitted. Example: Name change, professional classification, employment status. **Please note** when a staff changes from one program to another within an agency, an updated registration form must be completed and submitted along with all supporting documentation. Failure to register the Page 4 of 12 PP-BHS-QM-03-07-Staff Registration 07-01-2023 staff with QM to the new program in a timely manner causes this staff to be out of compliance with this P&P. All billings incurred prior to registration to the new program may be disallowed.
3. **Termination** – This staff is terminated from current employer program(s) within MHP or SUPT.

**B. Agency**

1. Agency name
2. Phone number of the staff registration contact person within the agency
3. Date application is being completed
4. Contact person's name for staff registration issues
5. Contact person's email address

**C. Applicant**

1. Applicant Name. **It must match the name on NPI Registry and Professional Board or Certifying Organization, or Peer Certification, if applicable.**
2. Date of Birth **(required to query State and Federal databases mandated as part of the credentialing process),**
3. Previous Name/AKA – indicate any previous name(s) submitted.
4. Staff email – Work email associated with the provider employer.
5. National Provider Number (NPI) – Write NPI number on the form and attach the NPPES printout. Please see Staff Registration/Certification Checklist recommended taxonomy codes for guidance on choosing the correct taxonomy code.
6. Taxonomy (see Staff Registration/Certification Checklist for valid taxonomy codes per DHCS)
7. Gender **(Required for Staff Registration)**
8. Date of Employment with current agency program.
9. Termination Date - Provider is required to update Quality Management of the termination date when a staff is no longer employed at a provider agency or program. The original copy of the registration may be scanned and emailed, faxed, or mailed to QM with the termination date added. This step is imperative to prevent unintended violations with compliance regulations.

10. Employment Status – indicate appropriate status.
11. Area of Expertise – staff provides services to members of this population.

**D. SmartCare Classification**

1. Indicate the specific classification for which this staff qualifies and is being hired to perform.
2. For Registered or Licensed Clinicians – indicate Registration/License Number and ExpirationDate – submit copy of professional registration or license.
3. For Registered or Certified Counselors (SUPT only)– submit a copy of the certifying Board's registration or certification.
4. DEA Number, Start Date, and Expiration Date – prescribers should provide a copy of their DEA license.
5. Peer Certification Number – submit a copy of the Peer Certification
6. Certification Organization Name (For SUPT and Certified Peer Specialists)

## II. Professional Classification Supporting Documentation and Permissions

A. LPHA Licensed Physician Class: Medical Doctor (MD), Psychiatrist, Licensed Physician (LP), Doctor of Osteopathy (DO), Nurse Practitioner (NP), Physician Assistant (PA)

1. See Staff Registration/Credentialing Checklist – Sections I and II
2. Physicians are able to provide supervision for Nurse Practitioners and Physician Assistants with signed written agreement.

B. Registered Nurse (RN), Licensed Vocational Nurse (LVN), Certified Nurse Specialist (CNS), Pharmacist, Psychiatric Technician (PT)

1. See Staff Registration/Credentialing Checklist – Sections I and III Page 5 of 12 PP-BHS-QM-03-07-Staff Registration 07-01-2023

C. LPHA Licensed Non-Physician Class: Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor

1. See Staff Registration/Credentialing Checklist – Sections I and IV
2. May co-sign for any staff's work.
3. May provide services and supervision in accordance with the professional class scope of practice.
4. All LPHAs providing clinical supervision must be registered with QM whether or not they are providing direct care services or work on-site at a provider agency.

D. License Waived Professional Class: Associate Clinical Social Worker (ASW), Associate Marriage and Family Therapist (AMFT), Associate Professional Clinical Counselor (APCC), and Waivered Psychologist.

1. See Staff Registration/Credentialing Checklist – Sections I and V
2. Registration with the BBS must be maintained until licensure is confirmed. Staff will not be considered waived for any period during which the BBS registration is allowed to expire due to delinquency, renewal pending, cancellation, revocation, suspension, etc.
3. The BBS Supervision Agreement (ASW, AMFT, APCC) must be maintained until the candidate is licensed. The supervisor of record on the BBS Supervision Agreement must match the supervisor's name on the LPHA Licensure Waiver Application.
4. If there is a change in clinical supervisor, a new BBS Supervision Agreement is due to QM.
5. If there is more than one staff providing clinical supervision, submit a BBS Supervision Agreement and LPHA Licensure Waiver Application for each supervisor.
6. Once clinical hours have been approved by the BBS, the Supervision Agreement located at the bottom portion of the LPHA Licensure Waiver Application may be utilized in lieu of the BBS Statement of Responsibility. A copy of the State of California Notice of Eligibility letter indicating eligibility to test for the clinical exam is required as proof of clinical hours completion or "being in the testing phase."

7. For Waivered Psychologists – DHCS will determine the start and end date of the waiver period.

E. MHRS Professional Class
1. See Staff Registration/Credentialing Checklist – Sections I and VI

F. Other Qualified Provider, Medical Student Clinical Clerkship, Doctoral Level Student, or Master Level Student
1. See Staff Registration/Credentialing Checklist – Sections I and VII
2. Students will have access to the CalAIM Assessment and the diagnosis form in SmartCare while in their student placement. They will have access to the OQP procedure codes for services provided to clients and/or families.
3. Student status terminates when the placement term expires. The student mustthen submit an application for an appropriate classification for which s/he qualifies.
4. Co-signature is required by a licensed individual of the same discipline or higher.
**5. May not co-sign for other staff.**

G. Other Qualified Provider
1. See Staff Registration/Credentialing Checklist – Sections I and VIII

H. Certified Peer Specialist Classification: 1. See Staff Registration/Credentialing Checklist – Sections I and IX

I. Registered or Certified Alcohol and Other Drug (AOD) Counselor(SUPT)
1. See Staff Registration/Credentialing Checklist – Sections I and X

**III. Quality Management Staff Certification document**

A. QM will return the signed application to the agency following inspection of all the required supporting documents.
A. The Staff ID will be issued/activated when BHS certifies the staff.
B. The documents must be maintained in the agency staff file.

**IV. Registry Staff**

A. Registry staff may be utilized by the MHP or SUPT provider agencies when the staff meets the requirements for the professional class being requested and submits the required supporting documentation.
B. The agency must document that an appropriate orientation was provided to this staff. Orientation must include, but is not limited to, documentation and program levelHIPAA 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, 4980.43, 4996.23,

4996.9,4999.20, 4999.46, 4989.14

- DHCS MHSUDS Information Notice 14-005 • DHCS MHSUDS Information Notice 17-008
- DHCS MHSUDS Information Notice No. 17-040 • DHCS MHSUDS Information Notice No.: 18-019
- DHCS MHSUDS Information Notice No.: 18-056 • DHCS BHIN No.: 20-069
- DHCS BHIN No.: 20-063
- Attachment A – MHP and SUPT Staff Registration/Certification Application
- Attachment B – Staff Registration/Certification Checklist • Attachment C – Social Security Number (SSN) Consent Form
- Attachment D – LPHA Licensure Waiver Application
- Attachment E – LPHA Licensure Waiver Application for Registered Psychologist and Psychological Assistant
- Attachment F – Other Qualified Provider Student Application
- Attachment G – Mental Health Rehabilitation Specialist Application (MHRS)
- Attachment H – AOD Counselor Application
- EHR Training Request Form

**RELATED POLICIES:**

- No. 03-06 Licensure Waiver and Monitoring of Accrued Supervised Hours
- No. 03-04 Nurse Practitioner
- No. 03-09 Physician Assistant
- No. 10-26 Core Assessment
- No. 10-27 Problem List and Care Planning – MHP and DMC-OD

**DISTRIBUTION:**

| Enter X | DL Name | Enter X | DL Name |
|---|---|---|---|
| **X** | Mental Health Staff | **X** | Children's Contract Providers |
| **X** | Mental Health Treatment Center | **X** | Alcohol and Drug Services |
| **X** | Adult Contract Providers | | |

**CONTACT INFORMATION:**

- Quality Management Information QMInformation@SacCounty.gov
- Quality Management Staff Registration DHSQMStaffReg@saccounty.gov

# EHR Account / Training Registration
## Sacramento County - Department of Health Services

## 1. Request

☐ **Request for Training (Complete Sec 2 & 4 )** ☐ **Deactivate account** ☐ **Reactivate account (Complete Sec 2)**

☐ **Modify/Add Additional Permissions (Complete Sec 2 & 3)** ☐ **Add Legal Entity for existing user (Complete Sec 2)**

## 1. User Information (all elements in this area are REQUIRED)

| **Last Name:** | **First Name:** | **Legal Entity:** |
|---|---|---|
| **Agency Name:** | | **Agency Liaison Email:** |
| **User Phone Number:** | | **User Email:** |
| **Electronic Prescribing Controlled Substances (EPCS)**<br>☐ **(EPCS) Signature of Supervising Physician for NP – Required**<br>Name:_____Date:_____<br>Signature:_____ | | **Select if MH or SUPT Agency**<br>☐ **MH**<br>☐ **SUPT** |

## 2. Modify/Add Additional Permissions (select all options below that apply. Please include any additional comments if needed)

☐ **Add Diagnosis permission*** ☐ **Name - from** **to** ☐ **User ID**

☐ **Classification (training may be required) Specify what is being changed - from** **to**

## 3. Class Training Dates

| Class Date | Class Name | Class Date | Class Name |
|---|---|---|---|
| | | | |
| | | | |

Please include any comments regarding your request:

## User Acknowledgement Agreement

This EHR account request abides by employee and contractor obligations and County of Sacramento Information Security Policy and HIPAA Privacy and Security policies and practices. Federal and state laws govern access, protection and privileges associated with management of Protected Health Information (PHI) and Personally Identifiable Information (PII). By requesting account access, this user understands the responsibility to safeguard a patient's right to privacy and agrees to only access information for patients and functions where this user's job duties involve treatment, payment or operations for Sacramento County operated or contracted behavioral health programs.

**EHR User's Signature:_____Date: _____**

*Changes or new requests, including name changes, require **Authorized Approver's** signature.*
*I authorize the requested access for the employee whose signature appears above:*

**Authorized Approver Name (Print):**_____Phone: (_____)_____- _____

**Authorized Approver Signature:**_____Date: _____

****Please note that it may take up to 5 business days to create a new user account once all the information is received. For all live trainings, training requests need to be submitted 2 business days prior to training day. Please make sure that you receive a confirmation for each request. If a confirmation is not received, please follow up****
**Email this page of the completed registration form to DHSQMStaffReg@saccounty.gov.**

# EHR Training Registration Instructions

These instructions are used as a guide for filling out the Training Registration form. Only completely filled out requests with an Authorized Approvers signature will be processed. If you have any questions regarding this form please contact bhs-ehrtrainingreg@saccounty.gov.

## Section 1-Request

**Deactivate account** - Remove a user's access to your CDAG
**Reactivate account** - Restore user's account if deactivated *(May require training based on amount of time account was inactive)*
**Add Legal Entity to existing user** - If the user already has a SmartCare account this will add a new Legal Entity to their account and allow them access to client data. This requires completion of Section 2.
**Request for Training -** This indicates that you want to request training for the user. Requires all data to be completed in Section 2 and Section 4.
**Modify/Add Additional Permissions** - Request to make a change to an existing and active user's account. Completion of Section 2 and Section 3 is required.

## Section 2- User Information *(All information in this section is required to be filled out in order to expedite the request)*

**Last Name & First Name** - Name used with County and EHR
**Legal Entity** - Legal Entity/Entities for this request and/or tied to user
**Agency Name** - Name of the program(s) where the user will be working
**Agency Liaison Email** - Email that you want replies to this request to go to
**User Phone number** - Phone number of user requesting training
**User Email** - Email for the requested user to send confirmation and communications to
**Professional Classification** - Please select **only one** classification that is currently issued by or **will be issued by** Quality Management staff registration. Classifications are listed alphabetically and into two drop downs A-M and N-S. ***This will ensure that the proper training is received.***

## Section 3 - Modify/Add Additional Permissions

**Add Diagnosis permission** - Select this option if the user is a non-clinical staff requiring access *(must meet all requirements)*
**Name** - This is the user's name only, it will not change the User ID. If the user ID needs to be changed you can also check the User ID box. (Please specify what is being changed. Use the boxes to the right)
**User ID** - If the user's ID needs to be changed due to misspelling or a change of last name.
**Classification** - This used if the user's classification has been changed by Quality Management staff registration. Additional training may be required if new permissions will be granted with the change.

## Section 4-Class Training Dates-You can sign up a user for multiple classes. (Please verify the date and time for each class selection)

**Class Date** - Date of the Class. (See the posted schedule on the EHR Project Website for the class Date)
**Class Name** - Each of the Class offerings are available to select.
**Please include any comments regarding your request** - In order to expedite your request; this section should be used to include any additional information or comments about your request. This will help minimize questions and accelerate the process.

Sacramento County Department of Health Services
Division of Behavioral Health
QUALITY MANAGEMENT
STAFF REGISTRATION/CREDENTIALING APPLICATION

Staff ID (if known):_____ New: ◯ Update: ◯ Termination: ◯ Date: _____

## Agency Information

Agency Name:_____ Agency Phone Number: _____

Agency Contact Person:_____ Agency Contact Email: _____

## Applicant Information

Applicant Name:_____ DOB: _____

Previous Name/AKA:_____ Staff Email: _____

NPI Number:_____ Taxonomy:_____ Gender: _____

Date of Employment:_____ Termination Date: _____

Employment Status:

◯ Full Time ◯ Part Time ◯ Contracted ◯ Temporary/On-Call ◯ Volunteer

Area Of Expertise (select all that apply):

☐ C – Child/Adolescent

☐ A – Adult

☐ G – Geriatric

☐ S – Substance Abuse

## SmartCare Classification (choose one and attach corresponding certification information)

- ◯ MD Medical Doctor (Psychiatrist, Psychiatric Resident)
- ◯ DO Doctor of Osteopathy
- ◯ LP Licensed Physician
- ◯ Ph.D. Doctor of Philosophy (ClinicalPsychologist)
- ◯ Psy Psychologist (Licensed or Waivered)
- ◯ PsyD Doctor of Psychology (ClinicalPsychologist)
- ◯ NP Nurse Practitioner
- ◯ Registered Pharmacist or Advanced Practice Pharmacist
- ◯ PA Physician Assistant
- ◯ CNS Clinical Nurse Specialist
- ◯ LVN Licensed Vocational Nurse
- ◯ RN Registered Nurse
- ◯ LCSW Licensed Clinical Social Worker
- ◯ LMFT Marriage and Family Therapist
- ◯ LPCC Licensed Professional Clinical Counselor
- ◯ Certified/Registered AOD Counselor
- ◯ ASW Associate Social Worker
- ◯ AMFT Associate Marriage Family Therapist
- ◯ APCC Associate Professional Clinical Counselor
- ◯ MHRS Mental Health Rehabilitation Specialist
- ◯ Certified Peer Specialist
- ◯ Other Qualified Provider (Formerly MHA-III, MHA-II, MHA-I, Non-certified Peer, AOD Counselor I)

Start Date in Classification: _____

Registration/License#: _____ Lic. Exp. Date: _____

DEA Number: _____ DEA Start Date: _____ DEA Exp. Date: _____

Peer Certification#: _____

Certification Organization Name: _____

| Attestation Questions: Please answer the following questions "Yes" or "No". If you answer is "Yes" to any of the questions A – M, provide full details on a separate sheet of paper. | |
|---|---|
| A. Has your license to practice in any jurisdiction, your Drug Enforcement Administration (DEA) registration or any applicable narcotic registration in any jurisdiction ever been denied, limited, restricted, suspended, revoked, not renewed, or subject to probationary conditions, or have you voluntarily or involuntarily relinquished any such license or registration or voluntarily or involuntarily accepted any such actions or conditions, or have you been fined or received a letter of reprimand or is such an action pending? | Yes ☐ No ☐ |
| B. Have you ever been charged, suspended, fined, disciplined, or otherwise sanctioned, subjected to probationary conditions, restricted or excluded, or have you voluntarily or involuntarily relinquished eligibility to provide services or accepted conditions on your eligibility to provide services, for reasons relating to possible incompetence or improper professional conduct, or breach of contract or program conditions, by Medicare, Medicaid, or any public program, or is any such action pending? | Yes ☐ No ☐ |
| C. Have your clinical privileges, membership, contractual participation or employment by any medical organization (e.g. hospital medical staff, medical group, independent practice association (IPA), health plan, health maintenance organization (HMO), preferred provider organization (PPO), private payer (including those that contract with public programs), medical society, professional association, medical school faculty position or other health delivery entity or system), ever been denied, suspended, restricted, reduced, subject to probationary conditions, revoked or not renewed for possible incompetence, improper professional conduct or breach of contract or is any such action pending? | Yes ☐ No ☐ |
| D. Have you ever surrendered, allowed to expire, voluntarily or involuntarily withdrawn a request for membership or clinical privileges, terminated contractual participation or employment, or resigned from any medical organization (e.g., hospital medical staff, medical group, independent practice association (IPA), health plan, health maintenance organization (HMO), preferred provider organization (PPO), medical society, professional association, medical school faculty position or other health delivery entity or system) while under investigation for possible incompetence or improper professional conduct, or breach of contract, or in return for such an investigation not being conducted, or is any such action pending? | Yes ☐ No ☐ |
| E. Have you ever surrendered, voluntarily withdrawn, or been requested or compelled to relinquish your status as a student in good standing in any internship, residency, fellowship, preceptorship, or other clinical education program? | Yes ☐ No ☐ |
| F. Has your membership or fellowship in any local, county, state, regional, national, or international professional organization ever been revoked, denied, reduced, limited, subjected to probationary conditions, or not renewed, or is any such action pending? | Yes ☐ No ☐ |
| G. To your knowledge, has information pertaining to you ever been reported to the National Practitioner Data Bank? | Yes ☐ No ☐ |
| H. Have you been denied certification/recertification by a specialty board, or has your admissibility, certification or recertification status changed (other than changing from admissible to certified)? | Yes ☐ No ☐ |
| I. Have you ever been convicted of any crime (other than a minor traffic violation)? | Yes ☐ No ☐ |
| J. In the past (5) years, have you had a history of chemical dependency or substance abusethat might adversely affect your ability to competently and safely perform essential functions of a practitioner in your area of practice. | Yes ☐ No ☐ |
| K. Do you have an ongoing physical or mental impairment or condition which would make you unable, with or without reasonable accommodation, to perform the essential functions of a practitioner in your area of practice, or unable to perform those essential functions without direct threat to the health and safety of others? | Yes ☐ No ☐ |
| L. Have any judgments/arbitration or claims been entered against you, or settlements been agreed to by you within the last (7) years, in professional liability cases, or are there any filed and served professional liability lawsuits/arbitrations against you pending? | Yes ☐ No ☐ |
| M. Are you currently engaged in the illegal use of drugs? ("Illegal use of drugs" means the use of controlled substances, obtained illegally, as well as the use of controlled substances which | Yes ☐ |

| | |
|---|---|
| are not obtained pursuant to a valid prescription or not taken in accordance with the direction of a licensed health care practitioner. "Currently" does not mean on the day of or even the weeks preceding the completion of this application, rather, it means recently enough so that the illegal use may have an impact on one's ability to practice.) | No ☐ |
| N. FOR ALL LICENSED PHYSICIANS (MDs, LPs, and DOs), NURSE PRACTITIONERS, PHYSICIANS ASSISTANTS, LICENSED PSYCHOLOGISTS, LMFTs, LCSWs, and LPCCs ONLY.<br><br>1. Are you currently enrolled in the Provider Application and Validation for Enrollment(PAVE) portal for Medi-Cal? (Required for all provider types listed above)<br>2. Have you also completed an Ordering/Referring/Prescribing (ORP) application or has someone done so on your behalf? (Required for all provider types listed above)<br>To confirm your ORP enrollment status, you can go to this website and enter your NPI number https://www.medi-cal.ca.gov/ORPEnroll/ORPEnroll.aspx<br><br>*All Physicians (MD, LPS, and DO), Nurse Practitioners, Physician Assistants, Licensed Psychologists, LMFTs, LCSWs, and LPCCs are required to be enrolled in the PAVE Portal and have ORP enrollment in order to work within the Medi-Cal system.* | Yes ☐<br>No ☐ |
| O. FOR ALL PHYSICIANS (MDs, LPs, and DOs), NURSE PRACTITIONERS, AND PHYSICIAN ASSISTANTS ONLY<br><br>Have you enrolled in the Medi-Cal Rx portal or has someone done so on your behalf?<br><br>*All MDs, LPs, DOs, PA, and NPs are required to be enrolled in MC Rx partnered with Magellan to administer Medi-Cal Pharmacy benefits. All prescribers must be enrolled in this portal to provide services.* | Yes ☐<br>No ☐ |

I hereby affirm that the information submitted in the Attestation Questions, and any addenda thereto is true, current, correct, and complete to the best of my knowledge and belief and is furnished in good faith. I understand that intentionally withholding or omitting material information or intentionally submitting materially false or misleading information may result in denial of my application or termination of my privileges or employment.

I understand and agree that I, as an applicant, have the burden of producing adequate information for proper evaluation of my professional competence, character, ethics and other qualifications and for resolving any doubt about such qualifications.

During such time as this application is being processed, I agree to update the application should there be any change in the information provided.

Print Full Legal Name

Signature Date

## NETWORK ADEQUACY INFORMATION – MHP ONLY

NACT Provider Type:

- ◯ Lic. Psychiatrist
- ◯ Lic. Physicians
- ◯ Lic. Psychologist
- ◯ LCSW
- ◯ LMFT
- ◯ LPCC
- ◯ Registered Nurse
- ◯ Cert. Nurse Specialist
- ◯ Nurse Practitioner
- ◯ Lic. Vocational Nurse
- ◯ Psych. Technician
- ◯ MHRS
- ◯ Physician Assistant
- ◯ Pharmacist
- ◯ Occupational Therapist
- ◯ ASW
- ◯ AMFT
- ◯ APCC
- ◯ Waivered Psychologist
- ◯ Other Qualified Provider
- ◯ Certified Peer

Telehealth Provider: ◯ O = Only Telehealth Provided ◯ B = Both In-person and Telehealth Provided ◯ N = No Telehealth Provided

Field Based Services: Yes: ◯ No: ◯ Distance Provider May Travel: _____

Service Types (choose all that apply):

- ☐ Mental Health Services
- ☐ Case Management
- ☐ Crisis Intervention
- ☐ Medication Support
- ☐ Intensive Care Coordination
- ☐ Intensive Home-Based Services

Cultural Competence Training: Yes: ☐ No: ☐

| | | | |
|---|---|---|---|
| ☐ Arabic | Fluency: _____ | ☐ Korean | Fluency: _____ |
| ☐ Armenian | Fluency: _____ | ☐ Mandarin | Fluency: _____ |
| ☐ Cambodian (Khmer) | Fluency: _____ | ☐ Other Chinese | Fluency: _____ |
| ☐ Cantonese (Yue Chinese) | Fluency: _____ | ☐ Russian | Fluency: _____ |
| ☐ Farsi (Persian) | Fluency: _____ | ☐ Spanish | Fluency: _____ |
| ☐ Hmong: | Fluency: _____ | ☐ Tagalog | Fluency: _____ |
| ☐ American Sign Language | Fluency: _____ | ☐ Vietnamese | Fluency: _____ |

DSM Practice Focus (you may select up to 5 (five):

- [ ] 1D – Disorders Usually First Diagnosed in Infancy, Childhood, or Adolescence
- [ ] CD- Delirium, Dementia, and Amnestic and Other Cognitive Disorders
- [ ] GM – Mental Disorders Due to a General Medical Condition Not Elsewhere Categorized
- [ ] SR – Substance-Related Disorders
- [ ] PS – Schizophrenia and Other Psychotic Disorders DS
- [ ] – Depressive Disorders
- [ ] BP – Bi-Polar Disorders
- [ ] MD – Mood Disorders
- [ ] AD – Anxiety Disorders
- [ ] SD – Somatoform Disorders
- [ ] FD – Factitious Disorders DD
- [ ] – Dissociative Disorders
- [ ] SG – Sexual and Gender Identity Disorders ED
- [ ] – Eating Disorders
- [ ] SL – Sleep Disorders
- [ ] IC – Impulse-Control Disorders Not Otherwise Elsewhere Categorized
- [ ] PD – Personality Disorders

## Site Information – MHP ONLY

Information must be complete for each program and site address staff works.

Site #1 Program Name _____

Street Address_____Suite #_____City_____Zip_____

*FTE Adult:_____*FTE Youth:_____**Max Caseload Adult:_____**Max Caseload Youth:_____

Hire Date:_____Term Date:_____

Site #2 Program Name _____

Street Address_____Suite #_____City_____Zip_____

*FTE Adult:_____*FTE Youth:_____**Max Caseload Adult:_____**Max Caseload Youth:_____

Hire Date:_____Term Date:_____

Site #3 Program Name _____

Street Address_____Suite #_____City_____Zip_____

*FTE Adult:_____*FTE Youth:_____**Max Caseload Adult:_____**Max Caseload Youth:_____

Hire Date:_____Term Date:_____

Site #4 Program Name _____

Street Address_____Suite #_____City_____Zip_____

*FTE Adult:_____*FTE Youth:_____**Max Caseload Adult:_____**Max Caseload Youth:_____

Hire Date:_____Term Date:_____

Site #5 Program Name _____

Street Address_____Suite #_____City_____Zip_____

*FTE Adult:_____*FTE Youth:_____**Max Caseload Adult:_____**Max Caseload Youth:_____

Hire Date:_____Term Date:_____

* FTE Adult and FTE Children – For each site and age group served by the staff, enter the percentage of a full-time equivalent (FTE) position each staff is available to serve beneficiaries. Enter the percentage as a numeric three-digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 FTE would equate to "050." If a staff serves adults and children/youth, the staff's FTE percentage should be reported for each age group. For example, if one FTE staff serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).

** Caseload Adult and Max Caseload Children – This identifies the maximum caseload assigned to a staff per site and per age group served by the staff. If the staff does not have a set caseload, then enter the maximum number of beneficiaries the staff is able to serve in a typical work week.

**Send completed form to:**

Email: DHSQMStaffReg@saccounty.gov *-or-* Fax: (916) 875-0877

Sacramento County Department of Health Services
Division of Behavioral Health
QUALITY MANAGEMENT
STAFF REGISTRATION/CREDENTIALING CHECKLIST

**I. All Provider Staff: Please include the following with the completed registration packet**

Registration/Credentialing Form – Provide your full legal name. Do not use nicknames, initials, or abbreviations. All applicable sections of the form must be complete. Also, if you answer "yes" to any of the attestation questions A-M, provide full details on a separate sheet of paper.

SSN Consent Form – Provider your full legal name. Do not use nicknames, initials, or abbreviations. Copy

of NPI registration with valid taxonomy. (Note: Taxonomy code must be designated as primary. 274

Provider Information – MHP ONLY

EHR Account/Training Registration Form – For New Staff or New Permission requests

**Valid Taxonomy Codes**

Psychiatrist/MD/DO/LP/Residents- Any 208 series
NP - 363LP0808X or 363LF0000X
RN – Any 163W series
Pharmacist – 183500000X
LVN – 164X00000X
PA - 363A00000X
CSN – 364SP0812X
Psych Tech- 167G00000X
Psychologist - 103TC0700X
LCSW- 1041C0700X
LMFT- 106H00000X
LPCC- 101YP2500X
Waivered Psychologist- 390200000X
ASW- 390200000X or 1041C0700X
AMFT- 390200000X or 106H00000X
APCC- 390200000X or 101YP2500X
ADS Counselor – 101YA0400X
MHRS – 171M00000X
Other Qualified Provider (OQP) – 172V00000X
Certified Peer Support Specialist – 175T00000X

II. If you are a MD, Psychiatrist, LP, DO, NP, or PA please submit the following:

All the documents listed in Section I

Copy of current Unrestricted DEA Registration

Copy of current Professional License

Proof of ORP enrollment (approval letter or screenshot from your PAVE account showing the "approved" status of your application. If you are still waiting for approval, please submit a screenshot from you PAVE account showing that you have submitted your application.

III. If you are a RN, LVN, CNS, Pharmacist, or PT, please submit the following:

All the documents listed in Section I

Copy of current Professional License/Certification

| IV. | If you are a LMFT, LCSW, LPCC, or Licensed Psychologist, please submit the following: |
|---|---|

All the documents listed in Section I

Copy of current Professional License and BBS Printout

Proof of ORP enrollment (approval letter or screenshot from your PAVE account showing the "approved" status of your application. If you are still waiting for approval, please submit a screenshot from you PAVE account showing that you have submitted your application.

| V. | If you are an AMFT, ASW, APCC, Waivered Psychologist, please submit the following: |
|---|---|

All the documents listed in Section I

Copy of current Registration and BBS Printout

LPHA License Waiver Request (Attachment C) and Supervisor Responsibility Agreement
ASW – BBS Supervisor Responsibility Statement (ASW)
AMFT – BBS Supervisor Responsibility Statement (AMFT)
APCC – BBS Supervisor Responsibility Statement (APCC)

*Licensure Waiver Application for Psychologist (Attachment )

*Copy of Doctoral Degree or letter, on school letterhead, stating date the candidate was conferred.

*Resume

*Copy of current, valid registration issued by the Board of Psychology, if applicable.

*(For Waivered Psychologist Applicants Only)

| VI. | If you are a MHRS, please submit the following: |
|---|---|

All the documents listed in Section I

Resume

Copy of degree or official transcript demonstrating that you have completed your coursework.

Mental Health Rehabilitation Specialist Application (Attachment )

| VII. | If you are an Other Qualified Provider and a Medical Student Clinical Clerkship, Doctoral Level Student, or Master Level Student, please submit the following: |
|---|---|

All the documents listed in Section I

Student Application (Attachment )

VIII. If you are an Other Qualified Provider, please submit the following:

All the documents listed in Section I

Proof of highest level of education (Provide ONE of the following):

- High School Diploma, GED, degree, or official transcript

OR

- School verification letter that degree was completed

IX. If you are a Certified Peer Specialist, please submit the following:

All the documents listed in Section I

Proof of highest level of education (Provide ONE of the following):

- High School Diploma, GED, degree, or official transcript

OR

- School verification letter that degree was completed

Peer Specialist Certification

X. If you are an Alcohol and Other Drug Counselor, please submit the following:

All the documents listed in Section I

Proof of highest level of education (Provide ONE of the following):

- High School Diploma, GED, degree, or official transcript

OR

- School verification letter that degree was completed

Copy of Certification or Registration from DHCS Designated Organization (i.e., CAADE, CADTP, and CAPP)

Sacramento County Department of Health Services
Division of Behavioral Health
QUALITY MANAGEMENT
SOCIAL SECURITY NUMBER CONSENT FORM

Sacramento County Behavioral Health Plan (BHS) is required to conduct federal exclusion database checks at the time of credentialing and recredentialing providers. This includes querying the Social Security Administration's Death Master File and National Practitioner Data Bank. These two database checks require the provider's Social Security number. Below is a form to authorize the Provider Services Staff of the Sacramento County Behavioral Health Division to use your Social Security number for these two required federal exclusion database checks.

**Section I: Identifying Information**

Provider's Legal Name:

Last:_____ First:_____ Middle:_____

Date Of Birth (MM/DD/YYYY):_____ NPI Number: _____

Social Security Number: _____

**Section II: Signature**

I authorize Sacramento County Behavioral Health Quality Management (QM) Unit to use my Social Security Number for purposes of identification when corresponding with the National Practitioner Data Bank and checking the Social Security Administration's Death Master File.

Print Name: _____

Signature:_____ Date:_____
(Stamped or Electronic Signature is Not Acceptable)

**This form will only be viewed by QM Creden◆aling staff and will be destroyed once the ini◆al check iscomplete.**

# Sacramento County

Department of Health 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.
Print Name

I earned a_____ degree on _____
MSW, MS, MA, PhD, or EdD Date

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: _____
Signature Date

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# Sacramento County

Department of Health 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 psychologiston _____
Date

I initially registered with the Board of Psychology as a: PSB_ ☐ __ RPS_☐ __ on _____
Date

Clinical Supervisor's Name _____ Type of Licensure: _____
Print Name

**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 F.T.E. if request is for part-time.**

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**Sacramento County**

Department of Health Services

Division of Behavioral Health Services

# OTHER QUALIFIED PROVIDER 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 Other Qualified Provider, 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.

My internship begins on_____ and ends on _____
Date Date

Clinical Supervisor's Name: _____ Discipline_____License#: _____
Print Name

Student: _____ _____
Signature Date

Clinical Supervisor: _____ _____
Signature Date

_____ Date:_____
Approval: BHS Quality Management

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**Sacramento County**

Department of Health 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: BHS Quality Management Date

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# Sacramento County

Department of Health Services

Division of Behavioral Health Services

## AOD 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.

☐ Registered AOD Counselor –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**

☐ Certified AOD Counselor. 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

BHS Quality Management:_____. _____.
Signature Date

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# ATTACHMENT 9: REVIEW PROCESS FOR IMPLEMENTATION OF NEW CLINICAL PRACTICES POLICY

| | | |
|---|---|---|
| **County of Sacramento**<br><br>**Department of Health Services**<br>**Division of Behavioral Health Services**<br>**Policy and Procedure** | Policy Issuer (Unit/Program) | **QM** |
| | Policy Number | **QM-14-01** |
| | Effective Date | **04-01-2008** |
| | Revision Date | **10-01-2020** |
| Title:<br>**Review Process for Implementation of New Clinical Practices** | Functional Area: **Clinical Care** | |
| Approved By: (Signature on File) **Signed version available upon request**<br><br>**Alexandra Rechs, LMFT**<br>Program Manager, Quality Management | | |

**BACKGROUND/CONTEXT:**
The Sacramento County Division of Behavioral Health Services (BHS) supports the adoption of Evidence-Based Practices (EBP), Promising Practices (PP), Community-Defined Evidence (CDE) and innovative service efforts to meet the needs of behavioral health clients. This support is anchored in a vision of clients achieving maximum positive outcomes based on a system of service providers that deliver safe, effective, culturally and linguistically competent services.

The Division of Behavioral Health Services recognizes that adoption of EBP's PP's and other innovative service efforts require significant new efforts in the area of education, training, documentation and evaluation. These initiatives are expected to evolve as the guidelines and directions are released.

**DEFINITIONS:**

The following definitions will be applied by the BHS to evaluate proposed EBPs, PPs, CDEs and SSs.

**Evidence-Based Practice (EBP)**: The range of treatment and services of well-documented effectiveness. An EBP has been, or is being evaluated and meets the following criteria:

- Has some quantitative and qualitative data showing positive outcomes, but does not yethave enough research or replication to support generalized positive outcomes.

**And**

- Has been subject to expert/peer review that has determined that a particular approach or strategy has a significant level of evidence of effectiveness in research literature. [Adapted from
  President's New Freedom Commission & MHSA Prevention & Early Intervention Guidelines Enclosure 4]

**Promising Practice (PP)**: Innovations in clinical or administrative practice that respond to critical needs of a particular program, population or system and which seem to produce good outcomes but do not have enough research or replication to support generalized outcomes. [Adapted from California Institute of Mental Health "Toward Values-Driven, Evidence-Based Mental Health Practices]

**Community-Defined Evidence (CDE)**: Practices that have a base for effectiveness in achieving mental health outcomes for underserved communities. It also defines a process underway that will develop specific criteria by which effectiveness may be documented that will eventually give the procedure equal standing with current EBP. [National Network to Eliminate Disparities Latino Work Group] (MHSA Prevention & Early Intervention Guidelines Enclosure 4)

**Service Strategies (SS):** Programs, interventions and approaches that are focused on particular population groups as the target for receiving service(s) with goal of positive outcomes in prevention or intervention. Frequently, service strategies are non-proprietary and have great variability in use and application.

**Practice Review Panel (PRP):** The PRP is the DBHS structure responsible for reviewing EBPs, PPs, CDEs and SSs.

**PURPOSE:**
The purpose of this policy is to outline the decision making process by which the BHS will determine whether proposed EBPs, PPs, CDEs or SSs will be implemented by contracted providers and county operated programs.

**DETAILS**:

**A. Roles and Responsibility**

The review process described below applies to proposed practices that fall within the definitions provided. The only exceptions to these definitions are the six SSs currently approved for Client Service Information (CSI) coding and included in documentation training by the DBHS. The approved SSs currently utilized are: Peer and/or Family Delivered Services (Code 50); Psychoeducation (Code 51); Family Support (Code 52); Supportive Education (Code 53); Delivered in Partnership with Law Enforcement (Code 54); and Unknown Evidence-Based Practice/Service Strategy (Code 99).

Any proposed EBP, PP, CDE or SS must be submitted in writing via a Clinical Practice Submission Packet (if the proposal is for a new EPB, PP, CDE, or SS that has **NOT** been identified and approved through the PRP), or Implementation Packet (if the proposal is for an EBP, PP, CDE, or SS that has been previously reviewed and approved), for review. Coding and documentation guidelines will be provided following approval. For example, if a CSI Senior age-specific SS is reviewed and approved, an existing CSI code (Code 61) will be utilized. Other Sacramento County specific practices will be coded with special local codes. For example, Cue-Centered Therapy or Parent Child Interaction Therapy (PCIT) are local practices. When approved for local coding and tracking, a newly developed code would be utilized, separate from CSI tracking.

**B. PRP for EBPs, PPs, CDE & SSs**

The BHS PRP was established as an extension of the DBHS Executive Quality Improvement Committee (QIC) structure. This panel includes: Adult Mental Health Services Division Manager or designee, Child & Family Mental Health Services Division Manager or designee, Substance Use, Prevention and Treatment (SUPT) Division Manager or designee, Support Services Division Manager or designee, Quality Management (QM) Manager or designee, Research, Evaluation and Performance Outcomes (REPO) Manager or designee, Cultural Competence Manager or designee, and an Advocate representation (Consumer, Family and/or Child and/or Adult Family), Program Coordinators, Medical Directors (Child and/or Adult) as needed, Mental Health Services Act representatives or other subject matter experts are included as participants in the PRP as indicated.

Any member of the PRP with direct involvement or perceived potential conflict of interest in any proposal shall disclose such involvement as part of the initial review process and can choose to recuse themselves for specific reviews. In addition, a consensus determination is made by the PRP members to include or exclude such member from final review decisions based on the type and level of involvement.

The charge of the PRP will be to review any EBP, PP, CDE or SS packet submitted by providers. In addition to the approval process, the PRP will conduct an annual system review. During this review the PRP will work on specific topics and administrative issues related to this subject, including exploring and making recommendations regarding EBPs, PPs, CDEs and SSs and related knowledge base. The PR will report findings and make recommendations to the QIC

**C. Provider Responsibility**

A provider must request and receive approval to implement the selected EBPs, PPs, CDEs or SSs. To receive this approval, a provider is required to submit a packet to the designated Contract Monitor or Program Manager for review. The designated Contract Monitor or Program Manager reviews the packet for completion of all requested materials, attaches any additional pertinent information or comments, and submits the documents to the Chair of there. Pertinent information may include contract or system impact or other information available to the Contract Monitor or Program Manager with relevance to the proposal.

Should a proposal be applicable across multiple providers or programs, the Contract Monitor or Program Manager may attach that information to the packet. The PRP decision will consider and approve a standard applicable to all providers within BHS implementing this practice. This proposal may also be coordinated by the BHS SUPT, Adult or Children's Programs on behalf of multiple providers (e.g. System wide Motivational Interviewing, Trauma Focused CBT, etc. ).

1. Clinical Practice Submission Packet: If the proposal is for a new EPB, PP, or CDE, or SS that has **NOT** been identified and approved through the PRP the following information must be provided as part of the Clinical Practice Submission Packet below:
    a. Model Description - Information about the model including: Who within the Sacramento County MHP would this model benefit, proposed target population, supporting evidence/literature discussing the merits of implementation with the target population including cultural groups served in the Sacramento County MHP, modifications available to increase cultural competence, and any other information relevant to how this model differs from models currently approved by the MHP.
    b. Training: Cost analysis for initial training and implementation, what type of training is available (Train-the-trainer, one time training, on-line models, training stages, local trainer's vs out-of-town trainers, annual re-certification requirements, etc.)

2. Implementation Packet: If the proposal is for an EBP, PP, CDE, or SS that has been previously reviewed and approved by the PRP BHS, and QIC or has submitted through the process outlined above, the provider will only need to submit an Implementation Packet that will outline the implementation strategies for the specific program to the Contract Monitor or Program Manager. Once the Contract Monitor and/or Program Manager have reviewed and provided any feedback, the Implementation Packet will be sent to the PRP to begin the approval process. The Implementation Packet must include:

    a. Strategies: An outline of strategies to assess model fidelity including the provider's plan to adhere and monitor model fidelity. This plan or procedure should contain

sufficient detail for the PRP to determine the feasibility of efforts to assess fidelity including outcome tools and measures such as pre-posttests.

b. Sustainability: A sustainability analysis addressing such factors as staff turnover, supervision, ongoing funding for oversight and training activities, etc.

c. Training (Program Specific): Describe the selection criteria of staff to be trained, how training will be conducted, and by whom, to provide the EBP, PP, CDE or SS and ongoing staff oversight and training, and re-certification needs.

d. Other Key Information: For any proposed EBP, PP, CDE or SS, EPSDT providers must include the number of clients using EPSDT dollars from existing contracted slot capacity.

## D. Panel Review And Approval Process

The PRP will convene a meeting to review a proposed request within 30 days of receipt of the packet from the Contract Monitor or Program Manager. The PRP may request additional information or meet with additional subject matter experts prior to making a final decision.

Within 30 days of the meeting, the PRP will submit a written response to the requestor, indicating the results of the review. “Approval,” “Disapproval” or “Resubmission with instructions.” Any requests for additional information will also be included in the response to the requestor.

## E. Post Approval Plan

After approval by the PRP, the following administrative activities are conducted:

1. Provider submits response to approval letter, if applicable, and proceeds to incorporate updates, data and other information as part of quarterly report to Contract Monitor or Program Manager.
2. Contract Monitor works with the provider and DBHS administrative units to set up cost centers provider episodes in Avatar or other means of tracking services as decided by the PRP.
3. REPO, QM and Ethnic Services/Cultural Competence units will work with provider or Program Manager/designee to determine method of recording outcomes, including the documentation of the appropriateness of the model for services to cultural, ethnic and racial groups. In addition, providers will be given specific coding and documentation requirements to record information accurately into client records. Any unique coding or tracking decisions relating to EBP, PP, CDE and SS will be resolved on a case by case basis consultation with QM, Cultural Competence, REPO and Program staff.

## F. Post-Implementation Review

Contract Monitors and Program Managers will receive updates of any significant changes related to the approved EBP, PP, CDE or SS in the quarterly report. Some examples of relevant areas for updates are staff turnover, additional costs for implementation of the model, new or additional training. PRP approval letter or subsequent Contract Monitor follow-up letters will provide any specific items requiring ongoing quarterly report from provider.

At the end of the first year of implementation the outcomes will be assessed by the PRP, with particular attention paid to the appropriateness of the model for services to cultural, ethnic and racial groups.

An annual or otherwise determined schedule for review of EBP, PP, CDE, and SS will be established.

**REFERENCE(S)/ATTACHMENTS:**
N/A

**RELATED POLICIES:**
N/A

**DISTRIBUTION:**

| Enter X | DL Name | Enter X | DL Name |
|---|---|---|---|
| X | Mental Health Staff | | |
| X | Mental Health Treatment Center | | |
| X | Adult Contract Providers | | |
| X | Children's Contract Providers | | |
| X | Substance Use, Prevention, and Treatment Services | | |
| X | Specific grant/specialty resource | | |
| | | | |

**CONTACT INFORMATION:**

- Quality Management
  QMInformation@SacCounty.net

**COUNTY OF SACRAMENTO** **«CONTRACTTYPENAME» AGREEMENT NO. «ContractNum»**

**AGREEMENT**

**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 | TO CONTRACTOR |
|---|---|
| DIRECTOR<br>Department of Health Services<br>7001-A East Parkway, Suite 1000<br>Sacramento, CA 95823-2501 | «ContractorName»<br>«Address»<br>«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.

**VI. 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.

## VII. 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.

## VIII. 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.

## IX. 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.

## X. 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.

## XI. 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 ofassignment 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.

## XII. 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.

## XIII. 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 (GovernmentCode § 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 permiteffective 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

A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.

D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

E. The provisions of this indemnity obligation shall survive the expiration or termination of theAgreement

## 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 that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is 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; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.

D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service 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

A. 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 therequiredinformation.

B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

## 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. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

## XXXVI. 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 sosurvive.

## XXXVII. DUPLICATE COUNTERPARTS

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

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

## XXXVIII. 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.

## XXXIX. 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.

## XL. 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.

## XLI. 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).

## XLII. 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.

## XLIII. 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 grantsthat:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part54;

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 activitiesoffered 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.

**XLIV. COVID-19 REQUIREMENTS**

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

**XLV. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO** **«CONTRACTTYPENAME» AGREEMENT NO. «ContractNum»**

**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 Health Care Services (DHCS) 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, including but not limited to California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, General Provisions, Article 4, Section 1810.410 (a-e). 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 applications 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 COUNTY's Electronic Health Record (EHR), in accordance with COUNTY's policy, 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 DHCS 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 (GAAP).

C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the DHCS, 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 7 years from the date of discharge and in the case of minors, for at least 1 year after the minor patient's eighteenth birthday, but in no case less than 7 years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of 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 DHCS shall be applied when services to patients are involved, in accordance to applicable COUNTY policies and procedures.

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

C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed byDHCS.

## IX. 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 non-Federal entities that expend $750,000 or more (from all Federal sources) in a year in Federal Awards must 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).

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 audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings 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.

5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor'sResults.

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 1 copy 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:

Contracts Manager
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:

Contracts Manager
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 orReview.

## X. SYSTEM REQUIREMENTS

A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Department of Technology (DTech) for use of COUNTY computers, software, and systems.

B. CONTRACTOR shall utilize the COUNTY's Electronic Health Record (EHR) 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 COUNTY's EHR 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 willbemet.

## 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 recipients 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 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 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 mayrequire.

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 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.

## XXI. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is $5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with theOrder.