



**County of Sacramento
Department of Health Services**

REQUEST FOR PROPOSALS (RFP) No. MHSA/081

Certified Peer Support Leadership Liaison Program

MANDATORY PROPOSERS' CONFERENCE

May 1, 2023, 2:00 pm – 3:00 pm (PDT)

- Organizations must meet the minimum requirements as stated in this document
- Organizations must have representation at the Mandatory Proposers' Conference, held virtually, to submit an proposal
- Organizations must register for the Mandatory Proposers' Conference through the on-line link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
- Each organization may register a maximum of three (3) representatives per organization. Organizations may only register one time.

Proposals due no later than 5:00 pm (PDT), May 26, 2023

- LATE PROPOSALS WILL NOT BE ACCEPTED
- The proposal packet must be sent via email to DHS-BHS-PropMHSA081@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. Proposals sent to any other email address will not be accepted.

Review all sections carefully and follow all instructions.

Release Date: April 20, 2023

RFP Timeline

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| April 20, 2023 | Request for Proposals (RFP) released |
| April 26, 2023 5:00 pm (PDT) | Mandatory Proposers' Conference Registration Deadline REGISTRATION IS REQUIRED TO ATTEND THE MANDATORY PROPOSERS' CONFERENCE Register here: https://www.surveymonkey.com/r/RFPMHSA081 |
| May 1, 2023 2:00 pm – 3:00 pm (PDT) | Mandatory Proposers' Conference ATTENDANCE IS REQUIRED TO APPLY FOR FUNDING Conference will be held virtually with listen-only access |
| May 3, 2023 5:00 (PDT) | Exhibit O: Proposer Questions Form submission deadline (see Exhibit O for submission instructions) |
| May 26, 2023 5:00 pm (PDT) | PROPOSAL DEADLINE The proposal packet must be sent via email to DHS-BHS-PropMHSA081@SacCounty.gov as a PDF file attachment or as a zipped file containing multiple documents |
| By June 1, 2023 | Initial screening of Proposals |
| By June 2, 2023 | Notice of insurance deficiencies emailed to Proposers |
| June 9, 2023 5:00 pm (PDT) | Final date for Proposers to submit corrections of all insurance deficiencies |
| By June 12, 2023 | Notice of disqualification emailed to Proposers |
| By June 13, 2023 | Evaluation of Proposals completed |
| By June 16, 2023 | Award recommendations emailed to proposers |
| June 23, 2023 5:00 pm (PDT) | Final date to submit written protest to Department of Health Services Director by email: DHS-Director@sacounty.gov |
| June 30, 2023 | 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. As such, Sacramento County is considered a large county, especially in comparison with the populations of surrounding counties. Sacramento County is one of the most ethnically and racially diverse communities in California. The Sacramento American Indian/Alaska 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 Miwok, Patwin Wintun peoples, and Wilton Rancheria, Sacramento's only federally recognized Tribe. Historically, Sacramento County has been one of three counties with the highest number of newly arriving refugees in California. In recent years, Sacramento County has resettled the most Refugees and Special Immigrant Visa holders (SIVs) as compared to any other county in California. Global events transpiring over the past year have resulted in an increase in the number of refugees arriving from Afghanistan and Ukraine, thereby enriching the diversity of our community. 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). We welcome these new residents and continue to work towards meeting the unique needs of these emerging communities.

Sacramento County has worked diligently on the planning and implementation of all components of Mental Health Services Act (MHSA). The plans for each component of MHSA are the result of local community planning processes. The Certified Peer Support Leadership Liaison Program works together with the rest of the system to create a continuum of services that address gaps in order to better meet the needs of our diverse community.

Mental Health Services Act

Proposition 63 was passed by California voters in November 2004, and became known as the MHSA. MHSA authorized a tax increase on millionaires (1% tax on personal income in excess of \$1 million) to develop and expand community-based mental health programs. The goal of MHSA is to reduce the long-term negative impact on individuals and families resulting from untreated serious mental illness.

Purpose and Intent of the MHSA: The people of the State of California hereby declare their purpose and intent in enacting this act to be as follows: (a) To define serious mental illness among children, adults and seniors as a condition deserving priority attention, including prevention and early intervention services and medical and supportive care. (b) To reduce the long-term adverse impact on individuals, families and state and local budgets resulting from untreated serious mental illness. (c) To expand the kinds of successful, innovative service programs for children, adults and seniors begun in California, including culturally and linguistically competent approaches for underserved populations. These programs have already demonstrated their effectiveness in providing outreach and integrated services, including medically necessary psychiatric services, and other services, to individuals most severely affected by or at risk of serious mental illness. (d) To provide state and local funds to adequately meet the needs of all children and adults who can be identified and enrolled in programs under this measure. State funds shall be available to provide services that are not already covered by federally sponsored programs or by individuals' or families' insurance programs. (e) To ensure that all funds are expended in the most cost effective manner

and services are provided in accordance with recommended best practices subject to local and state oversight to ensure accountability to taxpayers and to the public.

MHSA General Standards must be embedded and continuously addressed in all MHSA funded programs and projects:

Community Collaboration means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

Notes: Cal. Code Regulations. Tit. 9, § 3200.060 Note: Authority cited: Section 5898, Welfare and Institutions Code. Reference: Sections 5830(a)(3) and 5866, Welfare and Institutions Code.

Cultural Competence means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocols and procedures are developed, as necessary to achieve these goals.

- (1) Equal access to services of equal quality is provided, without disparities among racial/ethnic, cultural, and linguistic populations or communities.
- (2) Treatment interventions and outreach services effectively engage and retain individuals of diverse racial/ethnic, cultural, and linguistic populations.
- (3) Disparities in services are identified and measured, strategies and programs are developed and implemented, and adjustments are made to existing programs to eliminate these disparities.
- (4) An understanding of the diverse belief systems concerning mental illness, health, healing and wellness that exist among different racial/ethnic, cultural, and linguistic groups is incorporated into policy, program planning, and service delivery.
- (5) An understanding of the impact historical bias, racism, and other forms of discrimination have upon each racial/ethnic, cultural, and linguistic population or community is incorporated into policy, program planning, and service delivery.
- (6) An understanding of the impact bias, racism, and other forms of discrimination have on the mental health of each individual served is incorporated into service delivery.
- (7) Services and supports utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic population or community.
- (8) Staff, contractors, and other individuals who deliver services are trained to understand and effectively address the needs and values of the particular racial/ethnic, cultural, and/or linguistic population or community that they serve.
- (9) Strategies are developed and implemented to promote equal opportunities for administrators, service providers, and others involved in service delivery who share the diverse racial/ethnic, cultural, and linguistic characteristics of individuals with serious mental illness/emotional disturbance in the community.

Note: Authority cited: Section 5898, Welfare and Institutions Code. Reference: Sections 5813.5(d)(3), 5868(b), 5878.1(a), Welfare and Institutions Code; and Sections 2(e) and 3(c), MHSA.

Client Driven means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Note: Authority cited: Section 5898, Welfare and Institutions Code. Reference: Sections 5813.5(d)(2) and (3), 5830(a)(2) and 5866, Welfare and Institutions Code; and Section 2(e), MHSA.

Family Driven means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

Note: Cal. Code Regulations. Tit. 9, § 3200.120 Note: Authority cited: Section 5898, Welfare and Institutions Code. Reference: Section 5822(h), 5840(b)(1), 5868(b)(2) and 5878.1, Welfare and Institutions Code.

Wellness, Recovery, and Resilience Focused means that the planning for services shall be consistent with the philosophy, principles, and practices of the Recovery Vision for mental health consumers: (1) To promote concepts key to the recovery for individuals who have mental illness: hope, personal empowerment, respect, social connections, self-responsibility, and self-determination. (2) To promote consumer-operated services as a way to support recovery. (3) To reflect the cultural, ethnic, and racial diversity of mental health consumers. (4) To plan for each consumer's individual needs. WIC § 5813.5(d)

Integrated Service Experience means the client, and when appropriate the client's family, accesses a full range of services provided by multiple agencies, programs and funding sources in a comprehensive and coordinated manner.

Note: Cal. Code Regulations. Tit. 9, § 3200.190 Note: Authority cited: Section 5898, Welfare and Institutions Code. Reference: Sections 5878.1(a), 5802, 5806(b), 5813.5(d) (4) and Section 2(e), MHSA, Welfare and Institutions Code.”)

The MHSA specifies **five** major program components:

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

The CSS component consists of **three** service categories:

- Full Service Partnership (FSP) programs utilize the “whatever it takes” approach in meeting service goals that include a broad array of coordinated and intensive services for clients and families
- General System Development (GSD) programs aim to improve services and supports for clients and families
- Outreach and Engagement activities are aimed at reaching unserved and underserved populations

This request for proposal (RFP) is specific to the MHSA CSS component, GSD service category.

Sacramento County Behavioral Health Services’ Adult and Children’s Mental Health System

In Sacramento County, there is an array of services and supports that encompass Behavioral Health Services’ (BHS) Adult and Children Mental Health System. This continuum is offered by County operated programs and contracted community-based organizations that deliver mental health services in a culturally and linguistically responsive manner in order to help individuals on the recovery journey at home, in the community and throughout life. Services are provided along a continuum of prevention and early

intervention services, outpatient, intensive outpatient, acute residential services and inpatient psychiatric hospitalizations.

Sacramento County Behavioral Health Services' Vision, Mission and Values

The following vision, 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 Core 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

B. PURPOSE

The overall purpose of the RFP is to continue to build more robust Peer programming where our Certified Peer Support Leadership Liaison (Liaisons) will work closely with our Behavioral Health Peer Specialist Program Managers, leadership and our diverse interested parties, including County and contracted providers. The Liaisons are a Peer agent and resource connector who identifies gaps in support and the changes necessary to improve the systems that impacts our diverse community's behavioral health needs. The Certified Peers will engage in long-term relationships with our County and contracted providers and those who receive services along with their loved ones, utilizing learnings from their lived experience along with empathy, dignity and support for full self-determination in order to improve the holistic needs of those we serve. The certified Peers will adopt approaches and activities that are rooted in Peer support which is an evidenced-based practice. These individuals will have lived experience in the public behavioral health system, and understand how the various behavioral health services and intersections work and how to access resources. This lived experience is an asset in building trust, and in acting as a couch, ally and advocate for our diverse populations. Through this program and the work of the Liaisons, the program will support BHS as they navigate the system for better outcomes (recovery) and provide the tools and resources necessary to sustain recovery and system transformation. Sacramento County BHS values input from interested parties. Input from interested parties, includes input from children, youth, transition age youth (TAY), adults, and older adults who are receiving services. Hereinafter known as consumers, and family members, are critical to ensure that program development and implementation are effective. Sacramento County's MHSA Steering Committee is the core recommending body for local MHSA funded programs and activities and serves as the hub of the MHSA Community Program Planning Process (CPPP). Additionally, BHS gathers input and feedback by surveying interested parties and convening interested parties to solicit feedback, and holding listening sessions and focus groups. Collectively, BHS uses input from interested parties and feedback to inform new and existing programming.

Throughout Sacramento County's MHSA CPPP and other community input processes, community members have expressed the importance of the role of Peers, individuals with lived mental health experience, to provide Peer support services across all Sacramento County's MHSA funded programs and BHS' adult and child mental health system. The MHSA Steering Committee has supported the inclusion of Peer support services in Sacramento County's MHSA CSS component array of services as described most recently in Sacramento County's MHSA FY 2023-24 Annual Update to the Three-Year Program and Expenditure Plan. This RFP's Program description is based on the Peer support services described in the Annual Update and on collective input from community members and feedback from recent input sessions and survey results.

Sacramento County BHS' intent through this RFP is to enhance our Peer expertise and programming by seeking proposals from organizations whose staff include Certified Peers to be Liaisons. Program activities will promote practices that include consumer and family member involvement, assisting consumers in their wellness and recovery, and increased partnership in the mental health system.

Peer support is the "process of giving and receiving encouragement and assistance to achieve long-term recovery." Liaisons "offer emotional support, share knowledge, teach skills, provide practical assistance, and connect people with resources, opportunities, communities of support, and other people" (Mead, 2003; Solomon, 2004). In behavioral health, Peers offer their unique lived experience with mental health conditions to provide support focused on advocacy, education, mentoring, recovery, self-determination and motivation.

C. SCOPE OF WORK

1. **Program Description:** The Certified Peer Support Leadership Liaison Program will assist and promote BHS's mission to effectively provide quality behavioral health services to Sacramento County residents of all ages, including family members and natural supports. The program will be comprised of Peers, with lived experience as a consumer, and family member of an adult consumer and/or parent/caregiver of a youth consumer receiving publically funded behavioral health services.

The intent in this scope of work is to build the capacity and expertise of the Peer workforce in BHS programming who help lift up client voice and choice, self-determination and recovery with consumers their programs serve. The Liaisons will also provide: opportunities for growth for our County and contracted providers, mentoring, training and coaching to existing Peers working in the BHS system of care, and supporting community members with access to strength-based, culturally relevant and easy to understand information about how to obtain behavioral health services when needed. Peers will act in partnership with the behavioral health providers and work closely with County management to support activities and initiatives to promote wellness and recovery of its consumers and family members.

In any and all interactions, avoid triangulation, splitting or other negative interactions that promote "one down and one up", "us vs them" perspectives and actions. Dialogue must be productive and solution focused with a strong focus on collaboration, partnership and with the assumption of positive intent. The ultimate goal is effective behavioral health programming in Sacramento County.

Services and supports will:

1. Build Peer Expertise
2. Engage the Community
3. Provide Opportunities for Growth for our County and Contracted Providers
4. Mentor Peers
5. Support for Community Members

2. **Program Objectives:** Build Peer capacity and expertise and support strength-based, culturally relevant, client voice driven policies and practices throughout the BHS system of care.
 - a. Improve overall Peer services by building workforce expertise.
 - b. Increase the engagement of the provider community by collaborating and partnering with systems such as mental health, criminal/juvenile justice, child welfare, Substance Use and Prevention Treatment (SUPT) systems.
 - c. Support County and contracted mental health providers to follow best practices in Peer programming by creating a strength-based provider observance report and activities tool kit to be updated annually.
 - d. Reduce Peer burnout through mentoring, coaching, and training.
 - e. Increase community knowledge and help demystify the BHS system of care for the community to improve accessibility of mental health services/SUPT services and supports.
3. **Individuals Supported:** The Program is open to supporting all Peers serving in BHS programs that have Peer programming.
4. **Hours of Operation:** The successful proposer will offer services at hours and days that meet the needs of programming, which may include extended business hours, with the exception of County holiday(s). During declared states of emergency, BHS may opt to deploy staff in this program as part of a comprehensive disaster response plan to meet the needs of the community.
5. **Service requirements:**
 - a. Assign program staff with the knowledge of County mental health services and that have the ability to represent and provide strength-based, solution focused feedback, when appropriate, at relevant meetings pertaining to BHS services.
 - b. Maintain confidentiality related to the content of all County meetings attended. The proposer should ensure that the staff in this program are allowed insulation and protection from conflict of interest for the betterment of the proposer organization that may not be in the best interest of BHS, which includes clients being served and the Peers working in BHS.
 - c. Support recruitment efforts of consumers and family members for service on boards, committees, policy, and program planning committees related to Sacramento County's Behavioral Health system of care.
 - d. In the event that direct services are provided to the community, document any services provided in the County's electronic health record in accordance with County documentation requirements.
 - e. Build Peer Expertise
 - i. Train, coach and mentor to build expertise and knowledge of new and existing Peers working in the BHS mental health system of care, utilizing a curriculum such as Intentional Peer Support (IPS) or other similar models.
 - ii. When possible, within 6 months of contract execution, obtain and maintain approval as an authorized Peer trainer that meets the Peer certification and Peer continuing education requirements of the state.
 - a. Provide trainings, including continuing education units (CEU's) training that meets the needs of Peer certification and Peer CEU requirements of the state.

- b. Maintain any accreditation, certification, etc. to ensure all trainings offered will support Peer state certification.
 - i. Provide training, coaching and certification on a recovery system, such as Wellness Recovery Action Plan (WRAP) that will be utilized by Peers working with all ages in BHS programs.
 - ii. Ensure that the Peer Liaison staff will complete and maintain the Peer Certification required by the County upon program implementation and ongoing.
 - iii. Ensure all Liaison staff stay current with the required Peer Supervision training provided through a state recognized entity.
 - iv. Train Peers on how to participate in their agencies' interview/hiring panels, serve as committee members, review performance improvement plans, participate in reviewing or developing competitive proposals, participate or facilitate consumer/family focus groups.
- f. Engage the Community
 - i. Facilitate a minimum of 4 annual consumer listening sessions to gather input from consumers specific to strengths and gaps of the service delivery system.
 - ii. Support the community with access to strength-based, culturally relevant and easy to understand information about how to obtain behavioral health services when needed, including using and developing tools such as social media posts/presence, video shorts, website updates, speaking engagements and feedback on brochures.
 - iii. Coordinate and facilitate Peer Recovery Conference that is free to consumers and provides education and information about the recovery process for consumers, family members, and system providers. The conference will have approximately 200 attendee slots available. Actual slot capacity will be determined between the successful proposer and COUNTY.
 - iv. Actively participate in and provide the voice of children, youth, TAY, adult, older adult consumer and family member at but not limited to: Mental Health Services Act Steering Committee Meetings, Mental Health Board Meetings, Mental Health Board Children's mental health subcommittee, youth advisory board meetings, Youth Advocate Committee (YAC), and Family Advocate Committee (FAC), Peer Adult Advocacy Committee (PAAC) and any other meetings that will have an impact on mental health and Peer services in Sacramento County.
- g. Accountability and Best Practices of County and Contracted Providers
 - i. Regularly provide strength-based, solution focused feedback to BHS leadership on opportunities for growth, successes, gaps, research, trends, and developments related to needs of consumers of mental health services and their family members and develop an action plan for implementing solutions, suggestions or recommendations related to improving services.
 - ii. Participate in County interview/hiring panels at the request of the County.
 - iii. Develop and conduct training for County and contracted providers about how to utilize Peer support services in their practice.
 - iv. Develop and provide information, education, training and technical assistance to BHS system of care regarding client and family member perspective.
 - v. Conduct and coordinate Peer Stakeholder Committee meetings monthly to review and provide input to BHS on topics including, but not limited to, County policies

and procedures, MHSA plans/annual updates, design of outcome measures and performance reports. Committee members shall be comprised of individuals with lived experience of behavioral health services with work experience as Peers in the BHS system of care.

- vi. Develop and implement a Peer best practices monitoring tool Liaison staff will use to evaluate how County and contracted providers balance financial (e.g., equitable pay), consumer voice, organizational practices, and learning and growth in their work. The monitoring tool, or something similar, would be utilized to evaluate the best practices activities providers offer their staff and consumers. Activities could include but are not limited to:

- a. Evaluate and provide strength-based, solution focused feedback and consultation on policies and procedures, issues and topics affecting BHS services and to committees, panels, teams and task forces that make decisions that affect BHS services.
- b. Audit policies and practices and conduct interviews with service staff working in BHS contracted and County providers to give feedback on recruitment, retention and staff capacity building practices.
- c. Provide technical feedback, support and coaching to help the County and contracted providers improve their Peer Programs by using guidelines similar to IPS.
- d. Using monitoring data, provide an annual report and toolkit to programs with specific recommendations of continuing successful policies and practices and areas to improve and ideas for how to do so.

- h. Mentor Peers

- i. Provide Peer Support debriefing groups for Peers who work in the County Behavioral Health plan by using a strength-based framework.
- ii. Provide support, coaching and guidance to Peers to develop confidence to have dialog within organizational structures. In some circumstances facilitating conversation between Peers, their co-workers and their supervisors for constructive dialogue.

- i. Support for Community Members

- i. Provide unlinked consumers assistance with mental health referrals.
- ii. Provide guidance to family members with mental health referrals.

6. **Service Delivery Approaches:** Successful proposer shall utilize the following approaches/practices in providing services as defined in this section I, C. 5:

- a. Provide consumer-driven, recovery-oriented, strength-based, trauma-informed, culturally and linguistically responsive, community-based, consumer-centered and needs driven, cost-effective quality Peer services focused on positive outcomes to consumers and family members.
- b. Help support BHS contracted and County operated providers to develop policies and practices for services so that consumers have a high level of decision-making power and are encouraged to use their natural supports so that services will begin with the goal of wellness and stability of placement in family-style settings.

7. **Program Staffing:** Successful proposers are expected to have Certified Peers in alignment with state certification requirements to build the expertise, engage the community, provide accountability of the County and contracted providers, mentor the Peers that work in BHS, and support the community as defined in this RFP's scope of work. Peer Staff is an individual who must have lived experience as a consumer and/or family member of a consumer receiving publically funded behavioral health services and has been successful in the recovery process and helps others experiencing similar situations. Peer Staff would provide the management of other Peers, training of Peers, principles of recovery and being a Peer in the behavioral health system. At least one of the positions must be filled with a Peer with consumer experience in public mental health. These Peers should not only have lived experience within behavioral health services, but also experience in, but not limited to: homelessness, juvenile justice and/or, criminal justice systems, probation, child welfare and/or foster care system.

Successful applicants are expected to have staff necessary to fulfill the scope requirements. Program staff will be reflective of the cultural, racial, ethnic and linguistic diversity of Sacramento County. The following list is representative of a staffing composition:

- a. Adult Consumer Peer – A person with experience as a consumer in the adult public mental health system of care.
 - b. Youth Consumer Peer – A person with experience as a consumer in the children's and/or transition aged youth public mental health system of care.
 - c. Family Member of an Adult Consumer – A caregiver, family/friend of a person with experience as a consumer in the public mental health system of care.
 - d. Parent/Caregiver of a Youth Consumer – A caregiver or parent of a youth with experience as a consumer in the public mental health system of care.
 - e. Peer Program Manager – A person with lived experience as a consumer and experience managing Peer programming, including administration, hiring, training, curriculum development and other duties as needed to fulfill and lead the scope requirements in this RFP.
8. **Key Program Outcomes and Plans for Measuring:** BHS collects data and measures outcomes throughout the continuum of care. BHS will work with the successful proposer to develop and implement program evaluation supported by MHSA and California Department of Health Care Services (DHCS) outcomes.

This program will support and promote the recovery of individuals being served in Sacramento County BHS. Recovery as defined by Substance Abuse and 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:

- a. Health – overcoming or managing one's symptoms and making informed, healthy choices that support physical and emotional well-being.
- b. Housing – having a stable and safe place to live.
- c. 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.
- d. Community – having relationships and social networks that provide support, friendship, love, interconnectedness, and hope.

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.

The successful proposer must review performance data, assess progress, and use this information to inform and improve the management and delivery of services.

9. Additional Provisions:

- a. If the successful proposer is unable to implement the program consistent with the RFP's scope of work or within the timeframe agreed upon by Sacramento County BHS in the successful proposer's Start-Up Work Plan may be at risk of contract termination.

FUNDING

1. Available Annual Funding:

| Fund Source | Available Funding* |
|---------------------|---------------------------|
| Non-Federal Funding | \$549,000 |
| TOTAL | \$549,000 |

* Approximate amounts

* The available funds are subject to change

2. Indirect and allocated costs for services may not exceed 15% of proposed salary/benefits, and operating costs.
3. The term of this RFP is up to five (5) years.
4. Funding for the term of this RFP does not guarantee cost of living adjustment (COLA) / maintenance of effort (MOE) increases. COLA/MOE requests are subject to Sacramento County Board of Supervisors (BOS) approval.
5. The service contract may be negotiated and renewed annually, at the discretion of the County.
6. **The proposer 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 proposer will certify they have and will maintain adequate working capital to cover costs during this period. Reimbursement is based on actual costs. Adjustments to reimbursement processes may be made due to CalAIM payment reform efforts.
7. For the purpose of this RFP, one FTE (FTE 1.0) is equal to 40 working hours per week.
8. The proposer's office location may be at 7001-A East Parkway Sacramento, CA 95823 to reduce additional costs to program. If there are any additional sites within Sacramento County that the organization uses (e.g., company headquarters) for business purposes outside of the 7001-A East Parkway office, they will adhere to the Good Neighbor Policy.

E. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

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

1. Submit single organization proposals only. No collaborations, partnerships, multi-agency, or fiscal sponsorship proposals will be accepted.
2. Obtain County approval in writing at the time of contract negotiation for subcontracting any portion of the work.

3. Be represented at the Mandatory Proposers' Conference.
4. Obtain Peer Certification within three months of executed contract with County.
5. Have three or more years' experience providing empowerment, enrichment, and publicly funded support services to children, youth, TAY, adults, older adults, and their families.
6. Have three or more years' experience utilizing culturally responsive care, trauma-informed care, wellness and recovery and resiliency principles related to the provision of mental health treatment and support.
7. Have three or more years' experience collaborating with community based organizations that offer resources and support to children, youth, TAY, adults, older adults, and their families.
8. Have three or more years' experience developing Mental Health policies, programs and services.
9. Have three or more years' experience of programming that utilizes lived experience as a consumer and/or family member of a consumer receiving publicly funded behavioral health services.
10. 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 at the time of contract execution.
11. 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 at the request of the County. Submitting all reports on time.
12. Have the ability to comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments.
13. Possess 45 days of working capital.
14. Be in compliance with any outstanding corrective action plans with Sacramento County as confirmed by the County.
15. Be a responsive proposer whose proposal complies with all requirements of this RFP.

F. MANDATORY PROPOSERS' CONFERENCE

1. A Mandatory Proposers' Conference will be held virtually to discuss the RFP and requirements. Organizations interested in submitting a proposal must have representation at this conference or their proposal will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.
2. The date/time of the virtual Mandatory Proposers' Conference is shown in the RFP timeline.
3. Organizations must register to attend the Mandatory Proposers' Conference through the on-line link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
 - a. Each organization may register a maximum of three 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 RFP 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 Proposers' Conference.

4. Because there will be listen-only access to the Mandatory Proposers' Conference, proposer questions about the RFP, its scope of work, and related processes **will not be accepted** during the Conference. See Section I, G. Proposers' Questions for instructions on submitting written proposer questions.

G. PROPOSERS' QUESTIONS

1. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Exhibit O: RFP No. MHSA/081 Proposer Questions Form.
2. Proposer questions must be submitted on the Exhibit O: RFP No. MHSA/081 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-BHS-PropMHSA081@SacCounty.gov by the date shown in the RFP timeline. Email's subject line must read, "RFP MHSA/081 Questions Form".
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes **will not be accepted**.
4. **Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP 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 Proposers' 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 PROPOSAL PROCESS

A. RULES GOVERNING COMPETITIVE PROPOSALS

1. Costs for developing and submitting proposal packages are the responsibility of the Proposer and shall not be chargeable in any way to the County of Sacramento.
2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.
3. All proposals submitted become property of the County and will not be returned.
4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.
5. All proposals shall remain confidential and are not subject to the California Public Records Act until contract execution.

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one or more Proposers.
2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
3. Reject any or all proposals received in response to this RFP, or to cancel and/or re-issue this RFP if it is deemed in the best interest of the County to do so.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. Enter into negotiations with the Proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. Determine the amount of resources allocated to successful Proposers.
9. Require information in addition to the proposal for further evaluation, if necessary.
10. Require successful Proposers to sign a County contract.
11. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.
12. Conduct an evaluation(s) and as a result make changes to various aspects of the program.

C. SCREENING CRITERIA

1. Organizations Proposer packets received by the deadline (from organizations with a representative at the Mandatory Proposers' Conference) will be screened for RFP requirements.

2. All proposals shall be screened to determine whether they meet the (a) formatting (see Section III), (b) content (see Section III), (c) financial stability (Exhibit J), (d) insurance requirements (Exhibit C), (e) criteria as stated in Section I, E. Eligibility/Minimum Requirements.
3. Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The Committee will evaluate the proposals based on the RFP evaluation criteria. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Committee.
4. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification **by the date shown in the RFP timeline**. A proposer may protest screening disqualification by following the rules found in the Section II, Request for Proposal Process, E. Opportunity to Protest.

D. RATING PROCESS: GENERAL

1. Those proposals that meet the minimum requirements as noted above will be included in an evaluation and selection process. The proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The panel of evaluators will recommend the highest rated Proposers to the Department of Health Services (DHS) Director. The DHS Director will make final recommendations for contractor selections to the Board Of Supervisors (BOS). The DHS Director may recommend contractors that are not the highest rated and provide justification for the recommendation to the BOS.
2. Recommendation for the awards is contingent on successful resolution of any protests, which would otherwise restrict or limit such awards.
3. A notice of the recommendation for the awards will be emailed to all Proposers by **the date shown in the RFP timeline**.
4. A minimum score of 70.0% is required to pass the evaluation. If the minimum score is not met, the proposal will be rejected. Scoring will be as follows:

| ELEMENT | POINTS POSSIBLE |
|---------------------|-----------------|
| Financial Statement | Pass/Fail |
| Proposal Narrative | 75 |
| Start-Up Work Plan | 10 |
| Total | 85 |

E. OPPORTUNITY TO PROTEST

1. Any Proposer wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest. Submit such a letter by the date shown in the RFP timeline. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them, and/or

- b. Proposals were not evaluated and/or recommendation for awards were not made in the following manner:
 - i. All proposals, received by the deadline and at the email address specified in the RFP, were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee which evaluated proposals using the criteria specified in the RFP; and/or
 - iii. Proposers judged best qualified by the Evaluation Committee was recommended to the Director of DHS for award; and/or
 - iv. The County correctly applied the standards for screening for eligibility requirements or evaluating the proposals as specified in the RFP.
2. The written letter of protest of the proposed awards must reference the title of this RFP and be submitted by email to: DHS-Director@saccounty.gov; email subject line must read, "Protest, RFP No. MHSA/081".

Protest letters must be received at the above email address **by the date shown in the RFP timeline**. Mailed or hand delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other office will not be accepted. Oral protests will not be accepted. It is the Proposer's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date and time specified above and in the RFP 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 RFP as discussed above in Section II. E.
3. All written protests shall be investigated by the Director of DHS, or designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

F. COMMENCEMENT OF WORK

1. Contracts shall not be executed until after DHS has obtained Sacramento County BOS approval for the contracts.
2. Successful Proposers shall be required to sign a contract with the County of Sacramento. Successful Proposers 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 requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring Proposer or reissue the RFP.

SECTION III. PROPOSAL SUBMISSION

A. PROPOSAL PACKAGE

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

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

2. Exhibit B. Proposal/Certification of Intent to Meet RFP Requirements: The Proposal/Certification of Intent must be completed with authorized signature and submitted as part of the proposal package. Electronic or scanned authorized signature will be accepted. This form will be provided electronically.

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

4. Exhibit D. Resolution by the agency's Board of Directors: Resolutions from the Proposer's Board of Directors, allowing submission of the proposal, must be submitted with authorized signature(s). Electronic or scanned authorized signature(s) will be accepted.

5. Exhibit E. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support): When Proposers submit a bid, proposal or other offer to provide goods or perform services for or on the behalf of the County, Proposers must complete and submit Certification with an authorized signature. 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: Proposers agree to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Proposers must submit Certification with an authorized signature as part of the proposal. 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: Proposers are required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy. 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: Proposers are required to comply with the Assurance of Cultural Competence Compliance requirements. The proposer must complete and submit a signed certification as part of the Proposal 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:** Proposers agree to comply with Quality Management regulations and develop a Policy and Procedure to ensure compliance. Proposers must complete and submit Statement of Compliance with an authorized signature as part of the Proposal 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:** Proposers must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant, for a fiscal period not more than 24 months old at the time of submission.
11. **Exhibit K. Budget:** Proposers must submit a Budget as described in this RFP as part of the Proposal package. The Budget forms will be provided electronically.
12. **Exhibit L. Proposal Narrative:** The proposal narrative must be submitted as part of the Proposal package. It must enable an evaluation committee to determine whether the written proposal narrative meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete.
13. **Exhibit M. Organizational Chart:** Proposers must submit a current organizational chart that includes the projected placement of the program described in this RFP.
14. **Exhibit N. Start-Up Work Plan:** Start-up Work Plan template must be completed as part of the Proposal package. Start-Up Work Plan template will be provided electronically.
15. **Exhibit O. Proposer Questions Form:** Proposer questions must be submitted on this RFP MHSA/081 Questions Form.

B. PROPOSAL SUBMISSION REQUIREMENTS

1. All Exhibits in the proposal should be given file names containing the Proposer's organization name or initials, followed by the RFP designation of MHSA081, followed by the Exhibit letter or letters. *Sample file names:* Smithsonian MHSA081 Exhibit C (*single exhibit file*) or Smithsonian MHSA081 Exhibits A-J (*multiple exhibit files*).
2. Exhibits A. through J. in the Proposal 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. Proposal 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 Proposer'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 Proposal 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 proposal package are neither necessary nor desired and will not be rated or scored, unless otherwise specified in the scored proposal narrative.
7. All proposals must be submitted in the order specified in the Proposal Package Checklist (see Exhibit A).
8. The proposal must be submitted in the legal entity name of the organization and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the signature of an individual authorized by the organization's board of directors. Electronic or scanned authorized signature will be accepted.
9. This RFP requests no more than one (1) proposal per applying organization.
10. The proposal packet must be sent via email to DHS-BHS-PropMHSA081@SacCounty.gov as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the proposal packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, and whether the email contains all or parts of an proposal packet (examples: *Smithsonian, RFP MHSA081 Proposal – Complete Packet* or *Smithsonian, RFP MHSA081 Proposal – Part 1 of 3*). Email box DHS-BHS-PropMHSA081@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 proposal packets or parts thereof.
11. Organizations may request a retraction of a submitted proposal package for any reason and submit a new proposal package. To retrack and resubmit a new proposal package:
 - a. The organization must email this request to DHS-BHS-PropMHSA081@SacCounty.gov. The email must contain the resubmitted proposal package. If size constraints require sending the resubmitted proposal package across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, whether the email contains all or parts of a proposal package and "Request to Retract/Resubmit". In the email message the organization must request that the original proposal should be retracted and replaced with the attached resubmitted proposal package.

Email box DHS-BHS-PropMHSA081@SacCounty.gov will send an Automatic Reply email notifying proposals that their email(s) have been sent to the correct email address. An email receipt of delivery will be sent in response to all emails containing resubmitted proposal packets or parts thereof.

- b. The organization's request must be submitted by the proposal submission date shown in the RFP timeline.
- c. Once the organization's request is submitted, by the application submission date shown in the RFP timeline, the County will delete the original proposal package and replace it with the resubmitted proposal.
- d. The County will not pre-screen any proposal. It is the responsibility of the organization to ensure that their proposal package is complete.
- e. Organizations are only allowed one retraction and resubmission request. All other requests will be denied.

12. Proposals not received by 5:00 pm (PDT) on the proposal submission date shown in the RFP timeline will be rejected. It is the responsibility of the proposer to submit the proposal package by email by the time and date shown in the RFP timeline.

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

14. DHS/BHS will reject any proposal not meeting ALL RFP requirements.

EXHIBIT A: PROPOSAL PACKAGE CHECKLIST

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

CHECKBOX ITEMS

- ☐ 1. Proposal Package Checklist (see Exhibit A)
- ☐ 2. Proposal/Certification of Intent to Meet RFP Requirements (see Exhibit B)
- ☐ 3. Certificate(s) of Insurance, documenting current coverage (see Exhibit C)
 - ☐ General Liability: \$2,000,000
 - ☐ Automobile Liability: \$1,000,000
 - ☐ Worker's Compensation/Employers Liability: Statutory/\$1,000,000
 - ☐ Professional Liability or Errors and Omissions Liability: \$1,000,000
 - ☐ Sexual Molestation & Abuse: \$250,000/\$1,000,000 (per person or occurrence/annual aggregate)
 - ☐ Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate
- OR--
- ☐ Insurance Broker's Letter Demonstrating Ability to Meet County Requirements
- ☐ 4. Resolution by the organization's Board of Directors (see Exhibit D)
- ☐ 5. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (See Exhibit E)
- ☐ 6. Certification Regarding Debarment and Suspension (see Exhibit F)
- ☐ 7. Statement of Compliance with Sacramento County Good Neighbor Policy (see Exhibit G)
- ☐ 8. Assurance of Cultural Competence Compliance (see Exhibit H)
- ☐ 9. Statement of Compliance Quality Management and Compliance (see Exhibit I)
- ☐ 10. Independent Audited Financial Statement (see Exhibit J)
- ☐ 11. Budget (see Exhibit K)
- ☐ 12. Proposal Narrative (see Exhibit L)
- ☐ 13. Organizational Chart (see Exhibit M)
- ☐ 14. Start-Up Work Plan (see Exhibit N)

SUBMISSION STANDARDS

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

- ☐ Authorized signatures on ALL documents in proposal package (electronic or scanned authorized signature will be accepted)
- ☐ Proposal package submitted electronically by 5:00pm (PDT) on date shown in RFP timeline
- ☐ All documents meet format and content requirements
- ☐ Independent Audited Financial Statement not more than 24 months old
- ☐ Insurance requirements met
- ☐ Attended Mandatory Proposers' Conference

EXHIBIT B:
REQUEST FOR PROPOSAL No. MHSA/081
PROPOSAL/CERTIFICATION OF INTENT
TO MEET RFP REQUIREMENTS

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

Instructions: Proposers must: A) Respond to all sections of 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 proposal 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 active contracts or other commitments (e.g. consulting arrangements). Attach supplementary sheets if necessary. the past three years: | | | | |
| Contract Term(s) (ex: 2019-2022) | Legal Contract Name | Service Description | Fund Source(s) | Contract Value |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| 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. | | | | | |
| | | | | | |
| 13. Does the organization hold financial interest in any other business? | | | | | |

| | | |
|---|--|--|
| If yes, list business(es): | | |
| 14. Does the organization hold a controlling interest in any other organization? | | |
| If yes, list organization(s): | | |
| 15. Is the organization owned or controlled by any other person or organization? | | |
| If yes, list person(s) or organization(s): | | |
| 16. List name of persons with whom the prospective organization has been associated in business as partners or business associates within the past three years: | | |
| | | |
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| | | |
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| | | |

B. ORGANIZATION'S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

| | |
|---|--|
| 1. Organization will submit single organization proposals only. No collaborations, partnerships, multi-agency, or fiscal sponsorship proposals will be accepted. | |
| 2. Organization will obtain County approval in writing at the time of contract negotiation for subcontracting any portion of the work. | |
| 3. Organization was represented at the RFP MHSA/081 Mandatory Proposers' Conference? | |
| 4. Obtain Peer Certification within three months of accepting/signing contract with County. | |
| 5. Organization has three or more years' experience providing empowerment, enrichment, and publicly funded support services to children, youth, TAY, adults, older adults, and their families. | |
| How many years? | |
| 6. Organization has three (3) or more years' experience utilizing culturally responsive care, trauma-informed care, wellness and recovery and resiliency principles related to the provision of mental health treatment and support. | |
| How many years? | |
| 7. Organization has three or more years' experience collaborating with community based organizations that offer resources and support to children, youth, TAY, adults, older adults, and their families. | |
| How many years? | |
| 8. Organization has three or more years' experience developing policy, programs and services. | |
| How many years? | |
| 9. Organization has three or more years' experience of programming that utilizes lived experience as a consumer and/or family member of a consumer receiving publicly funded behavioral health services. | |
| How many years? | |
| 10. Organization has the ability to submit, meet, and abide by any applicable state, federal, and county laws, statutes, regulations and certifications pertinent and necessary to the operations at the time of contract execution? | |
| 11. 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 at the request of the County. Submitting all reports on time. | |
| 12. Organization has the ability to comply with the approved Start-Up Work Plan (Exhibit N) taking into consideration available expertise and any existing business commitments? | |
| 13. Organization possesses 45 days of working capital? | |
| 14. Organization is in compliance with any outstanding corrective action plans with Sacramento County as confirmed by the County? | |
| 15. Organization is a responsive proposer whose proposal complies with all requirements of this Request for Proposal? | |

Certification:

I certify that all statements in the Certified Peer Support Leadership Liaison Program RFP No. MHSA/081 Proposal are true and that all eligibility to apply/minimum requirements in this RFP are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County Department of Health Services to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

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

I certify that (_____) will comply with all requirements specified in the RFP. 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 RFP are specified in the sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

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

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

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

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

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

EXHIBIT C: SAMPLE OF INSURANCE REQUIREMENTS

COUNTY OF SACRAMENTO
«ContractNum»

«CONTRACTTYPE» AGREEMENT NO.

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

3.2.2. 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. OMITTED

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

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

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: Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis. Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

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

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

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

AUTHORIZED TO EXECUTE AGREEMENT

AUTHORIZED TO SUBMIT CLAIMS

TITLE

TITLE

PRINT NAME

PRINT NAME

ELECTRONIC or SCANNED SIGNATURE

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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this Proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

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



DIVISION OF BEHAVIORAL HEALTH SERVICES

ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

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

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

Cultural Competence Definition

Cultural Competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations. (Adapted from Cross, et al., 1989)

Cultural Competence Guiding Principles

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

- Commitment to Cultural Competence and Health Equity

- Address cultural competence at all levels of the system including policy, programs, operations, treatment, research and investigation, training and quality improvement. (CLAS Standard 1)
- Demonstrate commitment to cultural and linguistic competence in all agency policy and practice documents, including the mission statement, statement of values, strategic plans, and policy and procedural manuals. (CLAS Standard 2)
- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them. (CLAS Standards 8 & 6)
- Identification of Disparities and Assessment of Needs and Assets
 - Collect, compile and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS Standard 11)
 - Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. (CLAS Standard 12)
- Implementation of Strategies to Reduce Identified Disparities
 - Develop, implement, and monitor strategies for elimination of identified disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on disparities. (CLAS Standard 9)
 - Utilize a quality improvement framework to monitor and evaluate Cultural Competence Plans and disparity elimination activities, and share improvement targets and progress with partners. (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).

CONTRACTOR hereby agrees that it shall comply with the principles and guidelines set forth as outlined above, and shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment. Support evidence-based, community-defined, promising and emerging practices that are congruent with ethnic/racial/linguistic/cultural group belief systems,

cultural values, traditional healing practices, and help-seeking behaviors. Support the County's goal to reduce disparities to care by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.

- Provide an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcome and cared for. This shall include: respect for individual preferences for traditional healing practices, alternative, spiritual and/or holistic approaches to health; a reception staff that is proficient in the different languages spoken by clients; bilingual and/or bicultural clinical staff that is knowledgeable of cultural and ethnic differences, needs, and culturally accepted social interactions and healthy behaviors within the client's family constellation or other natural support system and is able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
 3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
 4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

75% of direct service (including ADS) staff and supervisors will have completed the California Brief Multicultural Competence Scale (CBMCS) and/or equivalent cultural competence training approved by DBHS.

5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services at no cost to the client.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
 - Create a physical environment that ensures people of all cultures, ages, sexual orientation, gender identity and gender expression feel welcome and cared for. This shall include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Sacramento County; providing reading materials, resources, and magazines in varied languages that are at appropriate reading levels and are suitable for different age groups, including children and youth; considering cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or nonclinical encounters.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:

Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved and inappropriately served communities at every step of program planning, implementation, outcome measurement and evaluation. Collaborate with diverse cultural, racial, ethnic, LGBTQ, and emerging refugee communities to learn more about how they define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

Dissemination of these Provisions: CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

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

Contractor (Organization Name)

Electronic or Scanned Signature of
Authorized Representative

Name of Authorized Representative (Printed)

Date

Title of Authorized Representative

EXHIBIT I: STATEMENT OF COMPLIANCE WITH QUALITY MANAGEMENT AND COMPLIANCE

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

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

QUALITY MANAGEMENT:

Demonstrate ability to:

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

COMPLIANCE:

9. Demonstrate evidence of a Compliance Program to meet federal, state or regulatory requirements depending on the funding source.
10. Designate qualified individuals to manage key elements of agency Compliance Program and interface with County Compliance Program and complete follow-up actions.
11. Initiate and conduct agency level reporting, training, and education plan to meet federal, State and County Compliance Program requirements.
12. Develop and oversight procedures to monitor clinical documentation and billing accuracy.
13. Delineate designated internal controls to validate, crosscheck and correct staff billing and clinical privileges and service authorization accuracy.
14. 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).
15. 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: Proposers 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. If the audit is of a parent firm, the parent firm shall be party to the contract.

If the total budget amount of the proposal, plus the total of all the organization's existing contracts with DHS is less than \$150,000, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent 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 RFP allows for communication between the proposer, the CPA who prepared the financial statement, and the Department's Accounting Manager. This communication includes additional documentation and reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

3. Once screened, the Independent Audited Financial Statement will receive a Pass or Fail mark based 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

EXHIBIT K: BUDGET

1. Instructions for completing Staffing Detail and the Budget Template:
 - a. Proposers are required to complete a 12 month budget (Exhibit K) that includes the Staffing Detail and Budget Template. Exhibit K must be completed and submitted in your organization's proposal package. The budget is an Excel spreadsheet; the spreadsheet will include tabs for the Staffing Detail and Budget Template. Exhibit K, Excel spreadsheet, will be included in an email sent to the Mandatory Proposers' Conference attendees.
 - b. The amounts identified in the Staffing Detail sheet automatically calculate and carry over to the Budget Template.
 - c. Round all expenditures to the nearest whole dollar.
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.

[illegible]

| No of FTEs | Allocated Positions: Those Shared With Other Programs. 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 |
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Exhibit K Budget – Template

| EXHIBIT C BUDGET | | |
|--|---|---------------|
| Program Name: | Expenditure Agreement # | |
| 0 | 0 | |
| Contracting Agency: | Fiscal Year: | |
| 0 | FY2023-2024 | |
| County Funding | | |
| SECTION 1 | Other ▼ | |
| 1. SALARIES AND EMPLOYEE BENEFITS | | |
| | One-Time/Non-Unit | Annual |
| 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 | \$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. Enrichment Activities | | |
| d. Group Expenses | | |
| 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 | \$0 |
| SECTION 3 | | |
| 3. TOTAL PROGRAM SERVICES EXPENSES (FORMULA) | \$0 | \$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 | \$0 |
| SECTION 5 | | |
| 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. Itemize and provide explanation in budget narrative. | | |
| TOTAL HOUSING AND FLEXIBLE SUPPORT (FORMULA): | | \$0 |

EXHIBIT L: PROPOSAL NARRATIVE

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

| MHSA General Standards must be embedded in all responses. | | | |
|---|---|-------------------|----------------|
| Areas to be addressed: | Proposers will be rated on: | Maximum Pages | Maximum Points |
| I. Experience A. Describe your organization's experience and knowledge as it relates to delivering the scope of services as defined in this RFP. B. Describe how your organization exemplifies the values and best practices of Peer Support. C. Describe the Peer Support approach and interventions your organization implements in service delivery. D. Describe three (3) of your organization's most important program successes and demonstrate how they relate to the scope of services as defined in the RFP. Include data and outcomes that support program successes relevant to the scope of work as defined in this RFP. | Clarity and completeness of response; and: Quality and relevance of experience that demonstrates the organization's understanding, ability and capacity to provide trauma informed care and services as defined in this RFP's scope of work; understanding that program successes are predicated on the development of a framework for quality measures, and understanding that they have direct impact on desired client outcomes and effective and improved quality of care. Successes include data and illustrate a recovery focused orientation that is relevant to the scope of work. | 4 | 20 |
| II. Engage and Collaborate A. Describe potential collaboration strategies to engage community partners to achieve the greatest impact on program goals and objectives as defined in this RFP. B. Describe strategies for how your organization would provide consumer voice on or to various boards and sub/committees and which boards and sub/committees would be prioritized. | Clarity and completeness of response; and: Demonstrated knowledge of relevant Sacramento County system and community partners and demonstrated rationale for and effective strategies to collaborate. Demonstrated collaborative strategies to provide consumer voice on or to various boards and committees that are relevant and impactful to the mental health services in Sacramento County BHS. | 3 | 15 |
| III. Building Expertise with Training, Coaching, Mentoring A. Provide a training curriculum that outlines onboarding training and CEU trainings for Peers working in the BHS | Clarity and completeness of response, and: Quality and relevance of training curriculum that demonstrates the organization's understanding, ability | A.- No page limit | |

| MHSA General Standards must be embedded in all responses. | | | |
|--|--|---------------------------------------|----------------|
| Areas to be addressed: | Proposers will be rated on: | Maximum Pages | Maximum Points |
| <p>system of care. Include topic names, length and description of each training, and implementation strategies at roll out to the BHS system.</p> <p>B. Describe how you will engage County and contracted BHS system of care providers that will result in their Peer staffs' participation in trainings, coaching and mentoring opportunities.</p> | <p>and capacity to build the expertise of Peers working in the BHS system of care. Engagement strategies demonstrate effective techniques that result in ongoing productive outcomes.</p> | B.- 2 | 20 |
| <p>IV. Organizational Peer Best Practices Monitoring Tool</p> <p>A. Provide a balanced best practices Monitoring Tool for how your program would evaluate County and contracted providers' policies and practices in alignment with the scope of this RFP. Include domains to be evaluated, method for evaluating, and method for scoring.</p> <p>B. Provide methodology for how program staff would engage with providers whose evaluation was poor.</p> | <p>Clarity and completeness of response, and:</p> <p>Monitoring tool demonstrates observable and measurable metrics used to evaluate and support improved policies and practices.</p> <p>Methodologies for dialogue are practical and strengths based and in alignment with the scope in this RFP.</p> | <p>A.- No page limit</p> <p>B.- 1</p> | 20 |
| TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE | | 10 | 75 |

EXHIBIT M: ORGANIZATIONAL CHART

Proposers are required to submit a current organizational chart that includes the placement of the new program as described in this RFP. Include this Exhibit M in your organization's proposal 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 Proposers' Conference attendees. Proposers are required to complete and include the Exhibit N: Start-Up Work Plan in your proposal packet.

Instructions for completing: **Identify the action steps for the development and implementation of the Certified Peer Support Leadership Liaison Program.** Proposers will be rated on clarity, quality, comprehensiveness, organization, completeness and feasibility of the Start-Up Work Plan; understanding of principles of wellness and recovery, trauma-informed and culturally responsive care as it relates to all aspects of organization culture and program siting and implementation; understanding of program operations, creative hiring strategies, and community/neighbor collaborations as it relates to good neighbor practices and Sacramento County's Good Neighbor Policy (if applicable); demonstrates the ability to deliver services within a six (6) month time frame upon contract execution; demonstrates 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: 10 points.

| Start-Up Work Plan | | | | | | |
|--------------------|-----------------------------------|--|--|---|--------------------|----------|
| Step | Action Steps What will be done | Responsibilities Who will complete the action step? | Resources A. Resources available B. Resources Needed (financial, human, political & other) | Timeline By When? (Day/Month) <i>(for the purpose of this proposal, use July 1, 2023 start date)</i> | Potential Barriers | Solution |
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EXHIBIT O:

REQUEST FOR PROPOSAL No. MHSA/081

PROPOSER QUESTIONS FORM

Instructions for completion and submission:

1. Exhibit O: RFP No. MHSA/081 Proposer Questions Form is a Portable Document Format (PDF) document with fillable fields. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Exhibit O: RFP No. MHSA/081 Proposer Questions Form.
2. Proposer questions must be submitted on this RFP MHSA/081 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-BHS-PropMHSA081@SacCounty.gov by the date shown in the RFP timeline. Emails subject line must read, "RFP MHSA/081 Questions Form".
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes will not be accepted.
4. Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP 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 Proposers' 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.

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

| RFP Section Number | RFP Page Number | Concisely describe your Question. Use a separate row for each question. |
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ATTACHMENT 1: SAMPLE AGREEMENT BOILERPLATE

COUNTY OF SACRAMENTO

«CONTRACTTYPE» AGREEMENT NO. «ContractNum»

AGREEMENT

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

RECITALS

WHEREAS, _____ [County's reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor's reasons for contracting]

WHEREAS, _____

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

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

I. SCOPE OF SERVICES

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

II. TERM

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

III. NOTICE

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

TO COUNTY

TO CONTRACTOR

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

«ContractorName»
«Address»
«CITYSTATEZIP»

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

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

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

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.

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.

- C. 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.
- D. 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 of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

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 (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- 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 the Agreement

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 the required information.
- 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 so survive.

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 grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

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

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.

ATTACHMENT 2: SAMPLE EXHIBIT D TO AGREEMENT “ADDITIONAL PROVISIONS”

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

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan 1998, 2002, 2003, and the Department of Mental Health (DMH) 2010 Cultural Competence Plan Requirement. CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

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

- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:
 - 1. If MHSA funding is present in Exhibit C of this Agreement, "This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)."
 - 2. If MHSA funding is not present in Exhibit C of this Agreement, "This program is funded by the Sacramento County Division of Behavioral Health Services".
 - 3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All proposals and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to a Proposer or recipient of services. Proposer and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the Proposer/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Avatar System, or any replacement system, in accordance with COUNTY's Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.
- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the State Department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. PATIENT FEES

- A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).

IX. ANTI-SUPPLANTATION

If MHSA funding is present in Exhibit C of this Agreement, the following language applies: MHSA funds shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services. CONTRACTOR shall not utilize MHSA funds to supplant existing state or county funds for mental health services.

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

X. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that 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. 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.

3. 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.

4. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

C. Term of the Audit or Review

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

D. Termination

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

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY three copies of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

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 or Review.

XI. SYSTEM REQUIREMENTS

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

XII. EQUIPMENT OWNERSHIP

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

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording 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 ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

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

XX. AMENDMENTS

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

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

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

- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.


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 the Order.

ATTACHMENT 3: STAFF REGISTRATION POLICY

| | | |
|---|---|------------|
|  County of Sacramento Department of Health Services Division of Behavioral Health Services Policy and Procedure | Policy Issuer (Unit/Program) | QM |
| | Policy Number | QM-03-14 |
| | Effective Date | 12/01/2022 |
| | Revision Date | N/A |
| Title: Peer Staff Registration | Functional Area: Beneficiary Protection | |
| Approved By: (Signature on File) Signed version available upon request Alexandra Rechs, MFT Program Manager, Quality Management | | |

BACKGROUND/CONTEXT:

Sacramento County Behavioral Health Services is responsible for assuring that the mental health and substance use prevention and treatment 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 providing mental health and substance use prevention and treatment services are 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 classification and certification requirements are met.

DEFINITIONS:

Behavioral Health Peer Specialist Classifications

Behavioral Health Peer Specialists are individuals with lived experience as behavioral health clients, family members, or caregivers of an individual living with a behavioral health condition. Their role is to provide support and help others navigate complex social systems, like the behavioral health system. Peer Specialists may provide services that are tracked or billed, and services provided may require a co-signature (See Staff Billing Privileges Matrix, Attachment C). Qualifications for a particular Peer Specialist classification are independent of positions available within the provider organizational structure. All Peer Specialist Classifications require the individual to have a current Medi-Cal Peer Support Specialist Certification and meet one of the following requirements:

Behavioral Health Peer Specialist Supervisor: to maintain the efficacy and evidenced based practice of the utilization of certified peer support specialists as supervisors of other peers, every effort should be made to hire peers into the supervisory role. Depending on the availability of the peer work force California Department of Health Care Services (DHCS) will allow supervision to be provided by those who have taken a DHCS approved peer support supervisory training curriculum, and meets one of the following qualifications:

- Has a Medi-Cal Peer Support Specialist Certification and has two (2) years of experience working in the behavioral health system (Mental Health Plan (MHP) or Drug Medi-Cal Organized Delivery System (DMC-ODS);

Or

- Is a non-peer behavioral health professional, (including registered or certified substance use disorder counselor) and has worked in the behavioral health system (MHP or DMC-ODS) for a minimum of two (2) years - *This is the only exception to the Medi-Cal Peer Support Specialist Certification requirement.*

Senior Behavioral Health Peer Specialist: is an individual that is currently or was previously a consumer of behavioral services (mental health or substance use), or a parent or family member/caretaker of a behavioral health consumer and has two (2) years of full-time paid experience as a peer counselor or advocate for children/youth or adults receiving behavioral health services or for their families or caregivers.

Behavioral Health Peer Specialist: is an individual that is currently or was previously a consumer of behavioral services (mental health or substance use), or a parent or family member/caretaker of a behavioral health consumer. This position **does not** require a co-signature.

Behavioral Health Peer Specialist (Co-signature required): is an individual that is currently or was previously a consumer of behavioral services (mental health or substance use), or a parent or family member/caretaker of a behavioral health consumer. This classification **does** require a co-signature. Once the supervisor of the individual is confident in the staff's direct service and documentation skills they may be re-registered and the "Always Require Co-Signature" designation removed.

Peer - No-Certification (Other Qualified Provider)

An individual employed by a MHP provider who may use a variety of funding streams other than the Medi-Cal Peer Support Services benefit to support training and the provision of peer services for all population types within County operated or contracted programs, regardless of a peer's certification status. For example, peers may provide certain SMHS if the County MHP has found the peer to be qualified and all other federal and state requirements are met. Individuals identifying as peers may meet the definition of "Other Qualified Provider"; as established in the California's Medicaid State Plan, the definition of "Other Qualified Provider" is "an individual at least 18 years of age with a high school diploma or equivalent degree determined to be qualified to provide the service." MHPs have the authority to determine, in accordance with any applicable state and federal requirements, whether an individual such as a peer meets the Other Qualified Provider criteria and is able to provide covered SMHS as specified in Supplement 3 to Attachment 3.1-A in the State Plan. Claiming for covered SMHS services when delivered by peers who are Other Qualified Providers is only an option for SMHS, and does not apply to covered DMC or DMC-ODS services delivered by peers.

Peer – No Certification – an individual employed by a MHP provider that is going through the peer specialist training and certification process or for those peer staff who choose not to become certified. This classification will use the Medi-Cal and MHSA Peer codes identified in the Staff Billing Privileges Matrix. This classification **does not** require a co-signature.

Peer – No Certification (Co-Signature Required) - an individual employed by a MHP provider that is going through the peer specialist training and certification process or for those peer staff who choose not to become certified. This classification will use the Medi-Cal and MHSA Peer codes identified in the Staff Billing Privileges Matrix. This classification **does** require a co-signature. Once the supervisor of the individual is confident in the staff's direct service and documentation skills they may be re-registered as Peer – No Certification or one of the certified peers classifications if qualifications are met.

PURPOSE:

The purpose of this policy and procedure is to delineate the peer 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 classify each qualifying staff providing mental health and/or substance use and prevention services, directly or indirectly. A staff registration number is issued based on staff meeting requirements for each classification. Failure to register a staff into a classification with QM prior to the staff providing services to clients at the current MHP or SUPT provider site, may result in disallowance of all claims submitted by this staff until the staff is appropriately registered.

This policy is not meant to supersede specific program design or contractual obligations.

DETAILS:

I. Quality Management Peer Staff Registration Form and Application

The completed Quality Management Peer Staff Registration Application Form (Attachment AC) and a copy of the NPI printout with the appropriate taxonomy code, must be 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 an Avatar Staff Identification (ID) number.
2. **Update**- This staff possesses an Avatar Staff ID and the agency wishes to change information previously submitted. Example: Name change, professional classification, employment status, agency. **Please note:** when a staff changes from one program to another within an agency, an updated registration form must be completed, even when a classification does not change. Supporting documentation is required when there is a change in classification. Failure to register the 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.

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 Certifying Organization, 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. Social Security number (required to query State and Federal databases mandated as part of the credentialing process)
5. Gender (Required for Staff Registration)
6. Date of Employment with current agency
7. Start Date in Classification being requested
8. Employment Status – indicate appropriate status

D. Professional Classification - Indicate the specific classification for which this staff qualifies and is being hired to perform.

E. Dual SUPT/Mental Health Role Classification – (For QM Internal purposes only). This box may only be used by staff who work concurrently with a DBHS substance use and prevention and mental health program and the classifications within each program are different. QM will complete this section, as appropriate.

II. Network Adequacy Information – DHCS is responsible for monitoring the MHPs network adequacy to meet state and federal standards. This information will be entered into the County electronic health record (EHR) and used in place of the current Network Adequacy Certification Tool (NACT) Excel spreadsheet format.

A. Staff Email Address – Staff's work email address.

B. Telehealth Provider – This identifies if the staff provides behavioral health services using telehealth service modality, which for this purpose, can be either via telephone or two-way video interface.

- C. Field Based Services** – This indicates if the staff travels to the beneficiaries (e.g., beneficiary’s home) and/or community settings to deliver covered services.
- D. Maximum Distance Provider May Travel** – This is the farthest the staff will travel to provide field based services.
- E. Area of Expertise** – This identifies if the staff primarily provides services for children and youth, adults, or both.
- F. Service Types (choose all that apply)** – This describes the types of services the staff is able to provide based on their classification and scope of practice.
- G. Cultural Competence Training** – This indicates if the staff received cultural competence training within the past 12 months.
- H. Languages Spoken Other Than English and Level of Fluency (choose up to 3)** – This identifies languages spoken by staff other than English. Level of fluency is also noted and should be based on formal language proficiency evaluation.
- I. Site Address(s)** – Network adequacy tracks staff by provider site. If staff works at multiple sites include the program name and address for each.
- J. 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+).
- K. Max 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.
- L. Hire Date** – Provider is required to update Quality Management when a staff begins providing services for each site/program.
- M. 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.

III. Professional Classification Supporting Documentation

A. Behavioral Health Peer Specialist Class:

1. Peer Staff Registration Form completed (Attachment AC).
2. Peer Staff Application Form completed and signed (Attachment B1 or B2).
3. For Certified Peer Specialists (including Senior and Supervisor classifications)– submit a copy of the CalMHSA Board’s certification.
4. Resume demonstrating paid work experience for Senior and Supervisor classifications.
5. Proof of completion of DHCS approved peer support supervisory training curriculum (If applicable).
6. National Provider Number (NPI) – Write NPI number on the form and attach the NPPES printout. Please use the Recommended Taxonomy Code **175T00000X**

B. Peer – No Certification

1. Peer Staff Registration Form completed (Attachment AC).
2. Peer Staff Application completed and signed (Attachment B1 or B2). High School diploma or GED required. No work experience required.
3. National Provider Number (NPI) – Write NPI number on the form and attach the NPPES printout. Please use the Recommended Taxonomy Code **170V00000X**

IV. Quality Management Staff Certification document

- A.** QM will return the signed application to the agency following inspection of all the required supporting documents.
1. The Staff ID number will be issued/activated when QM certifies the staff.
 2. The documents must be maintained in the agency staff file, and available upon request for site certification, staff registration, and federal/state/local audit purposes .

REFERENCE(S)/ATTACHMENTS:

- Title 9. Division I, Chapter 3, Article 8; Welfare & Institutions Code Section 5600, 5750, 5751
- [DHCS BHIN No.: 22-040](#)
- [DHCS BHIN No.: 22-026](#)
- [DHCS BHIN No.: 22-018](#)
- [DHCS BHIN No.: 21-041](#)
- Attachment AC – Peer Staff Registration Form
- Attachment B1 and B2 – Peer Staff Application
- Attachment C - Staff Registration-Service and Billing Privileges Matrix

RELATED POLICIES:

- PP-BHS-QM-03-07 Staff Registration
- No. 04-01 Site Certification of Physical Plant


DISTRIBUTION:

| Enter X | DL Name | Enter X | DL Name |
|---------|--------------------------------|---------|---|
| X | Mental Health Staff | X | Children's Contract Providers |
| X | Mental Health Treatment Center | X | Substance Use Prevention and Treatment Services |
| X | Adult Contract Providers | | |

CONTACT INFORMATION:

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

ATTACHMENT 4: REVIEW PROCESS FOR IMPLEMENTATION OF NEW CLINICAL PRACTICES

| | | |
|--|---|-------------------|
|  <p>County of Sacramento Department of Health Services Division of Behavioral Health Services Policy and Procedure</p> | Policy Issuer (Unit/Program) | QM |
| | Policy Number | QM-14-01 |
| | Effective Date | 04-01-2008 |
| | Revision Date | 10-01-2020 |
| Title: Review Process for Implementation of New Clinical Practices | Functional Area: Clinical Care | |
| Approved By: (Signature on File) Signed version available upon request Alexandra Rechs, LMFT 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 yet have enough research or replication to support generalized positive outcomes.
- 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 EBP, 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

3. 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
4. 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

ATTACHMENT 5: GOOD NEIGHBOR POLICY

COUNTY OF SACRAMENTO GOOD NEIGHBOR POLICY

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

Preamble

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

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

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

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

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

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general 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 non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.

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

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

ATTACHMENT 6: TIMELY ACCESS POLICY

| | | | | |
|---|--|---|---------------|-------------------|
|  | County of Sacramento Behavioral Health Services | | Policy No. | QM-20-04 |
| | | | Issued Date | 07/01/2019 |
| | | | Revision Date | |
| AREA: Federal Managed Care Regulations | | TITLE: Timely Access | | |
| Approved by: (Signature on File) Signed version available upon request | | Approved by: (Signature on File) Signed version available upon request | | |
| Alexandra Rechs, LMFT 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 MediCal Organized Delivery System (DMC-ODS) Pilot Counties; and MHSUDS Information Notice No: 19020. 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^{AT-2}
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 Nonemergency 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

ATTACHMENT 7: KEY INGREDIENTS FOR TRAUMA INFORMED CARE

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.





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.

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





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 (SFPDH) 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 11 th Street Family Health Services (11 th Street) was designed to serve as a calm and welcoming space for visitors. 11 th Street is also creating an <i>emotionally safe</i> 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 <i>Critical Incident Management Team</i> , 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 | 11 th 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 (GNHCC) is a nonprofit collaborative of stakeholders committed to improving the quality of, and access to, health services in Newark, New Jersey. GNHCC 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