



**County of Sacramento
Department of Health Services**

REQUEST FOR APPLICATIONS (RFA) No. MHC/012

Youth Help Network

MANDATORY APPLICANTS' CONFERENCE

June 28, 2018, 10:00 am – 12:00 pm

Department of Health Services
Grantland L. Johnson Center for Health Services
7001-A East Parkway, Conference Room 1
Sacramento, CA 95823

Applications will only be accepted from organizations that:

- **Meet minimum requirements as stated in this document**
- **Have representation at the Mandatory Applicants' Conference**

Review all sections carefully and follow all instructions.

Applications due no later than 5:00 pm (PDT)

July 23, 2018

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

Release Date: June 18, 2018

RFA Timeline

June 18, 2018	RFA released
June 28, 2018 10:00 am (PDT)	MANDATORY Applicants' Conference Grantland L. Johnson Center for Health Services 7001-A East Parkway, Conference Room 1 Sacramento, CA 95823
July 5, 2018	Question and Answer document emailed to the Applicant's identified point of contact
July 23, 2018 5:00 pm (PDT)	APPLICATION DEADLINE Final date & time to submit to: Maria Pagador, Human Services Program Planner Grantland L. Johnson Center for Health Services 7001-A East Parkway, Suite 300, Sacramento, CA 95823
July 24, 2018	Initial screening of applications Financial screening of applications
July 25, 2018	Notice of insurance deficiencies emailed to Applicants
August 1, 2018 5:00 pm (PDT)	Final date for Applicants to submit corrections of all insurance deficiencies
August 2, 2018	Notice of disqualification emailed to Applicants
August 6, 2018-August 10, 2018	Applicants Presentations Grantland L. Johnson Center for Health Services 7001-A East Parkway, Sacramento, CA 95823
August 14, 2018	Evaluation of Applications and Presentations completed
August 21, 2018	Awards recommendation posted and emailed Grantland L. Johnson Center for Health Services 7001-A East Parkway, Lobby, Sacramento, CA 95823
August 28, 2018 5:00 pm (PDT)	Final date to submit written protest to: Department of Health Services Director Grantland L. Johnson Center for Health Services 7001-A East Parkway, Ste.1000, Sacramento, CA 95823
September 4, 2018	Response to protest

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SECTION I. OVERVIEW

A. **BACKGROUND**

The Investment in Mental Health Wellness Act of 2013, also known as Senate Bill (SB) 82, was signed into law on June 27, 2013. This legislation gave California an opportunity to use Mental Health Services Act (MHSA) dollars to expand crisis services statewide. These crisis services are expected to lead to improved life outcomes for the persons served and improved system outcomes for mental health and its community partners. One (1) of the objectives cited in the Mental Health Wellness Act of 2013 is to “expand access to early intervention and treatment services to improve the client experience, achieve recovery and wellness, and reduce costs.” This objective is consistent with the vision and focus for services identified by MHSA. The essence of MHSA is to improve the client experience with a focus on recovery and resiliency, in a way that will also reduce costs.

Under the terms of the Mental Health Wellness Act of 2013, the Mental Health Oversight and Accountability Commission (MHSOAC) is responsible for the administration of grant processes that support hiring mental health triage personnel to provide a range of triage services to individuals with mental illness or emotional turmoil requiring crisis intervention. The MHSOAC released a competitive grant opportunity for up to \$48 million to establish additional mental health triage personnel statewide. On March 9, 2018, Sacramento County Division of Behavioral Health Services (DBHS) submitted a grant application to the MHSOAC. On March 22, 2018, the MHSOAC approved DBHS’ grant application and released a Notice of Intent to award DBHS for the term beginning June 30, 2018 to June 30, 2021.

The MHSOAC has awarded Sacramento County DBHS over \$4 million dollars in grant funding, over three (3) years, as part of SB 82 Investment in Mental Health Wellness Act second round crisis triage grant funds. Sacramento is one (1) of 14 counties to receive this grant funding. Sacramento’s application was aimed at increasing mental health crisis triage services for transition age youth (TAY), ages 16 to 25.

Sacramento County is one (1) of 18 counties located in California’s Central Region. The 2016 United States Census Bureau estimates the population of Sacramento County to be approximately 1,514,460. Sacramento is considered a large county, especially in comparison with the populations of surrounding counties. In 2016, there were 565,227 adult and child Medi-Cal eligible beneficiaries residing in Sacramento. Of those beneficiaries, 27,310 unduplicated individuals received services through the Sacramento County Mental Health Plan (MHP).

Sacramento is one (1) of the most diverse communities in California with a large number of ethnic, linguistic, and cultural groups. Spanish, Russian, Vietnamese, Hmong, Cantonese, and Arabic are recognized as primary languages spoken by many Sacramento County residents. Sacramento County ranks in the top three (3) counties in California for newly arriving refugees. According to Sacramento County’s TAY crisis services needs assessment for youth ages 16 through 25, there are gaps in the existing service continuum for TAY experiencing a mental

health crisis. These gaps are exacerbated by life circumstances such as abuse, homelessness, conflict or confusion regarding sexual orientation, gender identity, and gender expression. Societal and developmental pressures faced by TAY often trigger crises which are met with barriers to accessing services. These barriers include: 1) difficulties in understanding how to access and navigate services; 2) accessing services is a time intensive process; 3) services are not conveniently located where TAY congregate; 4) services are not offered at times convenient to TAY; and 5) outreach, engagement strategies, and interventions do not address TAY in a way that is responsive to their cultural norms or generational perspectives.

The needs assessment identified the following TAY populations in Sacramento County as being unserved and underserved: TAY who identify as Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, TAY with insufficient or unstable housing, TAY served by Child Welfare including African American TAY, Commercially Sexually Exploited Children/Youth (CSEC), and TAY dealing with immigration issues.

This request for application is specific to Sacramento County's Youth Help Network (YHN) and should address the aforementioned populations and gaps.

The following vision and mission statements and core values define DBHS' 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:

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

DBHS Mission - To provide a culturally competent continuum of care that promotes holistic recovery, optimum health, and resiliency.

DBHS Values:

- Respect, Compassion, Integrity
- Client and/or Family Driven Service System
- 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

DBHS' intent with this RFA is to create a helpful, effective, youth-centered process that reduces the number of instances that require youth to repeat highly personal information, often involving traumatic experiences, and reduce the amount of time it takes to receive supportive services when TAY are most ready to seek help. Goals include: 1) Improve timeliness to services by linking TAY to same day mental health services; 2) Help stabilize mental health crisis and prevent further mental health crisis; 3) Reduce referrals to inpatient psychiatric services; and 4) Improve access to relevant and accessible services and supports.

Services will include, but are not limited to:

1. A combination of street outreach and co-location at multiple organizational sites that serve affected TAY.
2. Crisis support in areas where TAY are known to congregate, on social media, or over the phone.
3. Street Outreach teams with designated office hours at drop-in sites throughout the county to support walk-in needs and to create a consistent presence.
4. YHN site-based staff and street teams will provide on demand crisis intervention.
5. Demystifying and destigmatizing mental health services.
6. Education for TAY on managing their own mental health crisis and/or how to help a friend in crisis.
7. A "Fast Pass" drop-in case management and linkage approach
8. Technological resources that TAY find useful. This includes real time monitoring of social media posts during business hours, by a staff qualified to triage a crisis in case a TAY posts concerning content. The program's social media presence should be on platforms that are popular to TAY while remaining responsive and present on emerging popular platforms. Social media should be used as a platform for outreach, marketing for services, and providing general mental health education. It is not a platform for providing mental health services. As an exception, if a TAY opts to use the platform to identify a crisis, the awardee is expected to reach out to the youth using all of the resources available online to find, and provide help or get help for the TAY. The social media platform should be used as a tool to engage or respond to youth who use it to self-identify a crisis, particularly a life threatening crisis. The awardee is expected to respond privately to people who post sensitive content, hide sensitive posts and maintain a safe environment by reporting and blocking abusers, and deleting disparaging content. The awardee will ensure staff are fully trained in confidentiality and privacy laws.
9. Developing and maintaining an interactive website which includes but is not limited to; mental health education, links to other resources, self-help quizzes, and accurate program information.

C. SERVICE AREA, GEOGRAPHIC BOUNDARIES AND NUMBER OF SERVICE SITES

Youth can access the services by utilizing site-based drop-in hours, calling a published centralized phone number, through the website or via a monitored social media platform. Services will be provided Monday through Friday with site-based drop-in office hours at local community service sites where youth are known to congregate.

DBHS seeks to identify organizations experienced and capable of providing crisis intervention, mental health screening, and facilitating same day linkage to the Sacramento County MHP. The successful organization will collaborate with and develop Memorandum of Understandings (MOUs) with providers who are willing to allow co-location of YHN staff and services on their sites. At minimum, MOUs should be renewed at every expiration date and include in-kind commitments, collaboration protocols, outline of termination procedures, and process for managing staffing issues of site-based awardee staff. If the organization where co-location occurs cancels the agreement, the awardee is expected to find another collaborative site that meets the needs of the TAY identified in this RFA.

D. SCOPE OF WORK

1. Program Description: In an effort to reduce or remove barriers, YHN staff will provide a combination of street outreach, online outreach, phone support, and co-location at organizational drop-in sites that serve affected TAY. Five (5) two-person YHN street teams, consisting of a combination of a Youth Advocate and a Mental Health Rehabilitation Specialist (MHRS) or two (2) Youth Advocates will provide outreach and crisis support to areas where TAY are known to congregate. Street Outreach teams will have designated and consistent office hours at sites throughout the county to support walk-in needs and to create a consistent presence. YHN site-based staff and street teams will provide on demand crisis intervention. YHN staff will help demystify and destigmatize mental health services. YHN staff will also educate TAY on managing their own mental health crisis and/or how to help a friend in crisis. This level of support will help reduce geographic barriers, improve timeliness to services via a “Fast Pass” drop-in linkage approach, and expand technological resources that TAY find useful. After the immediate crisis is resolved, if a YHN Counselor determines a need for linkage to a Sacramento County MHP Provider and the TAY is interested, the YHN Counselor will complete a “Fast Pass” Service Request in Avatar for admission to a program nearest where the TAY resides or sleeps or most appropriate to the TAY’s needs or wishes. Once the Service Request is complete, the YHN staff will then accompany the TAY to the program to engage in services. In the event that this occurs after program business hours, the YHN staff will make arrangements to meet at a location chosen by the TAY, and accompany the TAY the next business day.

The Sacramento County Self-Report Checklist (Attachment 8) and Mental Health Screening and Assessment Tool (Attachment 7) can be utilized. If these tools will not be utilized, another tool with the agreed upon data elements must be developed or adapted to meet the need below. The Self-Report Checklist will be made available in the drop-in locations for TAY to help them learn about signs, symptoms, when they should ask for help, and how to ask for help, with the intent of reducing stigma and increasing their awareness of crisis or when and how to ask for help. The checklist includes lists of

symptoms, stressors, strengths, and supports as well as who to contact if they need assistance. The program website should have this same information.

The Mental Health Screening and Assessment Tool helps staff to create a consistent and unified response to TAY in crisis. The tool includes: a risk assessment; drug and alcohol screening; questions about barriers; life domain challenges; strengths and resiliencies; treatment history; current services and supports.

If the TAY chooses to move forward with ongoing mental health services, a level of care for services will be determined to identify the most beneficial level of supports and services.

A level of care screening tool will be developed and utilized by the YHN Counselors to assess the need for additional mental health services and to support the Fast Pass request.

2. **Individuals Served:** TAY, ages 16 to 25, experiencing a mental health crisis that is exacerbated by life circumstances such as: abuse; homelessness; pressure to conform to societal expectations; significant internal conflict or confusion regarding sexual orientation and/or gender identity or expression which trigger crises and creates barriers to accessing services; exploitation; and TAY dealing with immigration status difficulties. It is estimated that approximately 400 TAY will be served annually based on the intended co-located service model.
3. **Hours of operation:** Services will be provided Monday through Friday from 11 a.m. to 9 p.m. (or other agreed upon timeframe) at local organizations' drop-in sites, or by calling a published centralized phone number on the website, or via a monitored social media platform.
4. **Service Sites and Capacity:** Areas and service sites will be negotiated between the awardee and DBHS post- award during the contract development phase. All service locations must be sited to allow all participants maximum use of Regional Transit Bus and Light Rail routes. Service sites must be based on serving affected TAY. All Awardee leases for the negotiated area and service site(s) must comply with Sacramento County's Good Neighbor policy and have written approval by DBHS prior to the property lease agreement being executed, if applicable. YHN teams' time will be split between street outreach services and site-based drop-in hours. Each YHN teams' site-based locations and hours will vary and will be coordinated with host organizations' program hours. While working site-based, YHN staff will be co-located at local host organization service sites in programs that TAY trust and where TAY congregate. Staff must be available to talk privately with TAY who call or walk- in needing services. In addition to the service sites and outreach, there must be a primary location where staff can complete documentation, receive supervision, conduct general administration and business duties, monitor social media posts, etc. The site may double as a drop-in location, although this is not a requirement. The awardee must be willing and able to make the primary site, where they conduct general administration and business duties, Medi-Cal certified if deemed necessary in the future.
5. **Service Requirements:** Providers shall:
 - a. Provide non Medi-Cal billable services such as outreach and engagement.

- i. **Outreach and Engagement** – Connecting with TAY in person, over the phone, or in response to social media posts to promote connectedness to the program, provide information about resources, build relationships, and build trust. Awardees should also become familiar with those locations within the program's geographical area of operation in which TAY congregate or habitually frequent with the intent that TAY will reach out when in crisis. Outreach and engagement activities may be a long-term set of engagement interventions in order to allow for connection, relationship building, and trust.
 - b. Provide mental health services that may eventually be Medi-Cal billable, include: assessment, case management and, crisis intervention.
 - i. **Assessment** –brief screening of youth using a Self-Report Checklist and Mental Health Screening and Assessment Tool to help staff create a consistent and unified response to TAY, post crisis. The intent is to make a pre-determination that a TAY may be eligible for ongoing specialty mental health services, and if not, what other resources may be beneficial.
 - ii. **Case Management/Brokerage** – Service activities may include communication, consultation, coordination, referral, linkage, or Fast Pass access to a mental health service provider. Case Management services are intended to be short term, related to linking TAY to an ongoing provider of the TAY's choice and based on need. Linkage may be to the MHP or to a resource that meets the TAY's needs.
 - iii. **Crisis Intervention** – Crisis intervention is a quick emergency response service enabling the individual, family, support system and/or involved others, to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. Service activities include, but are not limited to, assessment, evaluation, collateral, and therapy (all billed as crisis intervention until the crisis is stabilized).
 - c. Develop stakeholder relationships in order to sustain in-kind support. Create and facilitate quarterly stakeholder committee meetings for the purpose of developing shared ideas, networking, cross training, answering to concerns, and developing solutions.
- 6. Program Staffing:** Program staff will be reflective of the cultural and linguistic diversity of the community and populations that are served. 14.5 full time equivalent (FTE) service staff total. Some staff will provide site-based crisis triage and support services and others will rotate between providing street outreach, crisis triage and support services and site-based services. There will be five (5), two-person teams consisting of a Youth Advocate and Mental Health Rehabilitation Specialists (MHRS) or two (2) Youth Advocates. The following list is representative of a staffing composition for the program:
- a. Seven (7) Youth Advocates (Peers): Staff with personal experience of recovery from mental health or substance use or lived experience similar to the target population and

have experience navigating child welfare, juvenile probation, or mental health systems. The Youth Advocate will be a role model for someone experiencing difficulties. They can engage TAY on their own terms and offer hope that things can get better. Youth Advocates will consult with the Clinician(s) to determine the need for linkage to a MHP provider or other provider that meets their need. They will also facilitate Fast Pass and other community linkages as needed.

- b. A combination of three (3) MHRS or Mental Health Assistants (MHA) will provide direct services to TAY experiencing crisis, and assists them to gain access to medical, social, educational, and other needed resources. Other responsibilities include service coordination, crisis services, facilitating Fast Pass, as well as documentation of client progress. The MHRS or MHA will consult with Clinician(s) to determine the need for linkage to a MHP provider or other provider that meets their need.
- c. One (1) MHRS will triage and respond to phone calls, emails and social media posts at all times during business hours. The MHRS will also facilitate Fast Pass coordination and other community linkages as needed.
- d. One (1) Mental Health Clinician - Licensed Practitioner of the Healing Arts (LPHA) or LPHA Waived will provide: 1) Collaboration and consultation with program staff to help make the determination if linkage to a MHP provider is advised; 2) Outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources to TAY experiencing a mental health crisis; 3) Approval of Fast Pass and submission of service request for ongoing mental health services; and 4) Accompaniment for TAY to their Fast Pass drop-in session.
- e. One (1) Senior Mental Health Clinician - LPHA will provide: 1) Clinical oversight and supervision for YHN staff and services; 2) Collaboration and consultation with program staff to help make the determination if linkage to a MHP provider is advised; 3) Outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources to TAY experiencing a mental health crisis; 4) Approval of Fast Pass and submission of service request for ongoing mental health services; and 5) Accompaniment for TAY to their Fast Pass drop-in session if needed. This position may be LPHA Waived with at least three (3) years postgraduate mental health experience.
- f. One-Half (.5) Office Assistant provides general clerical support of program operations, monitoring of phone calls, survey processing, and scanning.
- g. One (1) Head of Service or Program Manager (PM) or Program Coordinator is the administrative and clinical leader of program operations. The PM's primary responsibilities are to ensure standards of excellence in practice; provide overall staff supervision and training; and manage daily administrative and clinical oversight. The PM will also provide backup assessment, counseling services, crisis intervention, and management of grievances. The PM must be a LPHA.

In addition to staff identified above, the applicants may include specialized staff and supports relevant to the needs of the program, practices, and frameworks. Staff not

identified above must be tied to, or meet the definition of the established DBHS Quality Management Policy and Procedure for Staff Registration.

The successful applicant will provide peer mentoring and coaching, on-going consultation and staff support so that YHN staff have the opportunity to discuss workload management, job-related stressors, and work-life balance.

Sacramento County requires all contracted providers to submit a training plan as part of the bidding process. The training plan should be addressed as part of the verbal presentation. Upon completion of the competitive selection process, the community-based organization selected by DBHS will be asked to provide to the County an updated and detailed training plan for YHN staff that will include, but not be limited to, training topics such as:

- On-boarding
- Agency-wide training
- Core principles and values of peer support
- Enhancing hope, protective factors, and social networking for clients served
- Effective strategies to promote and model recovery
- Meaningful support skills to help people experiencing mental health challenges
- Sharing your story of lived experience
- Cultural competence
- Trauma-Informed care
- Mental Health First Aid
- Identifying and maintaining ethical boundaries
- Supplementing existing treatment with education, empowerment, and aid in system navigation
- Strategies for preventing burnout – reflective supervision, group supervision, flexible schedules, team building activities.
- Wellness Recovery Action Plan (WRAP) training - a self-designed prevention and wellness curriculum and tool that can be used to get well, and stay well.
- Documentation and other Quality Management trainings

To ensure quality crisis intervention services, the contractor will be required to provide all staff with risk management, de-escalation and safety enhancing strategies including, but not limited to:

- Pro-Act or other similar de-escalation protocol

- 7. Key Program Outcomes and Plans for Measuring:** Sacramento County collects data and measures outcomes throughout the continuum of care. The County will work with successful applicants to develop and implement program evaluation of delivered services.

The successful applicant will be expected to utilize and collect data on a standard set of outcome assessment forms as approved by DBHS. There should be clear and convincing evidence, through carefully collected data, that interventions are responsible for outcomes. Outcomes include, but are not limited to:

- a. Goal: Improved timeliness to services by linking TAY to same day mental health services.

Objective: Providing mental health crisis intervention services that include crisis counseling and facilitates a “Fast Pass”, drop in linkage to the Mental Health Plan (MHP). This will, thereby, create a helpful, effective, youth-centered process that reduces the number of interviews that require repeating highly personal information, often involving traumatic experiences, and reduces the amount of time it takes to receive supportive services when TAY are most ready to seek help.

Outcome: Of the TAY engaged in YHN services, 80% will be connected to mental health services.

Measurement: Number of TAY engaged in YHN services linked to an on-going mental health provider with a start date divided by number of TAY who indicate on a survey an interest in receiving on-going mental health services.

- b. Goal: Help stabilize future mental health crisis, prevent further mental health crisis and reduce and divert from psychiatric hospitalizations.

Objective: Providing TAY information about services and resources and assisting them in creating their own network of supports and services that meet their needs.

Outcomes: Of the TAY engaged in YHN services, 75% will have increased knowledge of available supports and how to access them. Of the TAY engaged in YHN services, 85% of clients who received a crisis intervention service will not have a psychiatric hospitalization.

Measurement: Number of TAY surveyed who indicate that they have more knowledge of resources than before receiving services divided by the number of total surveys received. Number of clients who did not have a psychiatric hospitalization within six (6) months following the service divided by the number who received a crisis intervention service from the program.

- c. Goal: Services and supports are accessible, relevant and helpful.

Objective: Youth will have improved access to services and supports through geographically and technologically available resources.

Outcomes:

- YHN services will be offered in the field where TAY are known to congregate to address geographic needs.
- Real-time information will be accessible via popular social media and apps (e.g. Facebook, Instagram, Snapchat, Texting, Twitter, Facetime, etc.) and will be accurate and include information relevant to TAY.
- YHN staff will be co-located at local organization service sites that TAY trust and where TAY congregate.

Measurement: YHN services will have an online presence including a distinct web address and profile that is published on all materials.

E. FUNDING

1. AVAILABLE FUNDING: \$4,019,929 for a period of three (3) years.

Grant Year Disbursement	Grant Funding
Grant Year 1	\$1,133,085.00
Grant Year 2	\$1,414,600.00
Grant Year 3	\$1,472,244.00
Grant Total	\$4,019,929.00

2. APPROXIMATE CAPACITY: At least 400 TAY annually.
3. County contract for this RFA will reimburse for actual services delivered.
4. Indirect and allocated cost cannot exceed 15% of actual salary/benefits and operating expense.
5. Service Contract may be negotiated and renewed annually, or every three (3) years at the discretion of the County.
6. Applicant understands that this will be a Net 30 days agreement; payment due in full 30 days after receipt of an appropriate and correct invoice, and will be reimbursed by County up to approximately 60 days post initial service delivery. Applicant certifies they have and will maintain adequate working capital to cover costs during this period.
7. For the purpose of this Application, one (1) FTE is equal to 40 hours per work week.

F. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those agencies that meet all of the following criteria are eligible to submit an application in response to this RFA:

1. Single agency applications only. No multi-agency applications or subcontracting will be accepted.

2. Must be a responsive applicant whose application complies with all of the requirements of the RFA.
3. Must be represented at the mandatory applicants' conference.
4. Must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.
5. Must be in compliance with any outstanding corrective action plan.
6. Have the ability to submit, meet, and abide by any applicable state, federal, and county laws, statutes, regulations, and certifications that are pertinent and necessary to the operations of a mental health triage program at the time of contract execution.
7. Must 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.
8. Must have a licensed head of service or capable of hiring a licensed head of service.
9. Must have two (2) or more years of experience in providing crisis intervention services to TAY, ages 16 to 25, defined as a service requiring an immediate response for individuals experiencing an acute psychiatric episode or crisis.

G. MANDATORY APPLICANTS' CONFERENCE

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

H. APPLICANT QUESTIONS

1. Applicants may ask questions at the Mandatory Applicants' Conference during the Question and Answer session. Questions will be addressed during the Mandatory Applicants' Conference, Question and Answer session. Oral responses shall not be binding on DBHS.
2. A question and answer document will be emailed to each organization's identified point of contact that attended the Mandatory Applicants' Conference by the date identified in the RFA timeline. At the sole discretion of DBHS, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.
3. Questions (written or oral) about the RFA, its scope of work, or related processes **will NOT be accepted after the Mandatory Applicants' Conference.**

SECTION II. APPLICATION PACKAGE AND SUBMISSION REQUIREMENTS

A. APPLICATION PACKAGE REQUIREMENTS

Applications must include the following items 1 through 15 in the order specified below: (See referenced exhibits for complete instructions.)

1. **Exhibit A. Application Package Checklist:** All items included in the application package must be submitted in the order listed on the Application Package Checklist. The Checklist must be submitted with the application.
2. **Exhibit B. Application / Certification of Intent to Meet RFA Requirements**
The application /Certification of Intent must be completed with original authorized signature and submitted as part of the application package. Applicants shall:
 - a. Respond to all sections of the form to concisely include essential and specific information
 - b. Not alter, delete, or otherwise change any section in the form.
3. **Exhibit C. Staffing Detail:** The Staffing Detail must be completed and submitted as part of the application package.
4. **Exhibit D. Assurance of Cultural Competence Compliance:** Successful applicants shall be required to comply with the Assurance of Cultural Competence Compliance requirements. The applicant must complete and submit an original signed certification.
5. **Exhibit E. Insurance Requirements:** Successful applicants shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements.
6. **Exhibit F. Resolution by the agency's Board of Directors:** Resolutions from the agency's Board of Directors, allowing submission of the application, must be submitted with original signature(s).
7. **Exhibit G. Certification Regarding Debarment and Suspension:** Applicants agree to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Applicants must submit Certification with an original signature as part of the application.
8. **Exhibit H. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support):** When an applicant submits a bid, application or other offer to provide goods or perform services for or on the behalf of the County, the applicant must complete and submit Certification with an original signature.

9. **Exhibit I. Statement of Compliance Quality Management and Compliance:** Applicants agree to comply with Quality Management regulations and develop a Policy and Procedure to ensure compliance. Applicants must complete and submit Certification with an original signature as part of the application package.
10. **Exhibit J. Statement of Compliance with Sacramento County Good Neighbor Policy:** Successful applicants shall be required to comply with the Statement of Compliance with Sacramento County Good Neighbor Policy. Applicants must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy.
11. **Exhibit K. Independently Audited Financial Statement:** Applicants must submit their latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant, for a fiscal period not more than 24 months old at the time of submission.
12. **Exhibit L. Letters of Intent to Collaborate:** Applicants must submit three (3) Letters of Intent to Collaborate from programs that will commit to space in a drop-in location where TAY congregate. Letters include the program's in-kind commitment (contingent upon award). Program sites are relevant to TAY and are where TAY congregate.
13. **Exhibit M. Application Narrative and Presentation:** The narrative must enable an evaluation committee to determine whether the written narrative meets the requirements of this RFA. Thus, it should be clearly written and concise but also explicit and complete. Also, applicants will be expected to give a presentation to the evaluation committee.
14. **Exhibit N. Start-Up Work Plan:** Start-Up Work Plan Template must be completed as part of the application package.
15. **Exhibit O. Organizational Chart:** Applicants must submit a current organizational chart that includes the placement of the program as described in this RFA.

B. APPLICATION SUBMISSION REQUIREMENTS

1. All application and narrative must be submitted:
 - a. On single sided, standard white paper, 8 ½ inches by 11 inches in size, 3-hole punched
 - b. Double spaced, with 1 inch margins, using at least 12 point Arial or Times New Roman font
 - c. With each page clearly and consecutively numbered, beginning with the RFA cover letter as page 1
 - d. With each question in the narrative beginning on a new page
 - e. Using a binder clip for each copy of the application in the upper left corner, please do not staple

2. The inclusion of elaborate artwork, expensive paper, binders and bindings, expensive visual or other presentations as part of the application package are neither necessary nor desired.
3. All applications must be submitted in the order specified in the Application Package Checklist (see Exhibit A).
4. The application must be submitted in the legal entity name of the applicant and that legal entity shall be party to the contract. Applications submitted by a corporation must include the original signature of an individual authorized by the corporation's board of directors. **Signature facsimile stamps will not be accepted.**
5. An original application with all original signatures, and copies (as required – see Exhibit A, Application Package Checklist) of the application must be enclosed in a sealed envelope or box bearing the clearly visible name and address of the applicant and plainly marked:

**“SEALED BID - APPLICATION FOR SACRAMENTO COUNTY
DEPARTMENT OF HEALTH SERVICES (DHS), Youth Help Network, RFA No.
MHC/012”
BIDS THAT ARE NOT SEALED WILL NOT BE ACCEPTED.**

6. Applications must be received either by mail or by personal delivery to:

**Maria Pagador, Human Services Program Planner
Department of Health Services/Division of Behavioral Health Services
7001-A East Parkway, Suite 300, Sacramento, CA 95823**

7. **Applications not received by 5:00 pm (PDT) on the date shown in the RFA timeline at the above address will be rejected.** Applications received by any other office will not be accepted. It is the responsibility of the applicant to submit the application package by the time and date to the address specified above.
8. **Faxed or emailed submissions will not be accepted.**
9. **A postmark will not be accepted as meeting the deadline requirement.**
10. **DHS/DBHS will reject any applications not meeting ALL RFA requirements.**

SECTION III. RFA PROCESS

A. RULES GOVERNING COMPETITIVE APPLICATIONS

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

B. RIGHTS OF THE COUNTY

The County reserves the right to:

1. Make a contract award to one (1) or more applicants.
2. Make awards of contracts for all the services offered in an application or for any portion thereof.
3. Reject any or all applications received in response to this RFA, or to cancel this RFA if it is deemed in the best interest of the County to do so.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to application submissions.
6. Enter into negotiations with the applicant who submitted the next highest-rated application, or issue a new RFA, if a competitor that is selected through this RFA fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. Determine the amount of resources allocated to successful applicants.
9. Require information in addition to the application for further evaluation, if necessary.

10. Check with references and share any information it may receive with the evaluation committee.
11. Require successful applicants to sign a County contract.
12. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.
13. Conduct an evaluation and as a result make changes to various aspects of the program.
14. Conduct a site inspection prior to executing a contract with the selected applicant.

C. SCREENING CRITERIA

1. All applications received by the deadline (from agencies with a representative at the mandatory applicants' conference) shall be screened to determine whether they meet the eligibility to apply criteria as specified in Section I, F. of this RFA.
 - a. Application Content requirements are found on pages 17-19.
 - b. Staffing Detail (Exhibit C) found on pages 31-32.
 - c. Financial statements will be screened by the Department's Accounting Manager for the demonstration of financial stability.

The following item is included in the analysis of the complete financial statements:

- i. financial statement not more than 24 months old

Additionally, the following items must be evidenced in the audited financial statements:

- i. No adverse auditor opinion
- ii. No disclaimer of auditor opinion
- iii. No going concern issues

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

- d. Insurance requirements, found in Exhibit E, are met by submission of an insurance certificate(s) demonstrating current coverage **AND/OR** a letter from an insurance broker indicating that a policy for the level of coverage required can be issued.

IF COUNTY FINDS A DEFICIENCY WITH THE APPLICANT'S INSURANCE SUBMISSION, APPLICANT WILL HAVE UNTIL BY THE DATE SHOWN IN THE RFA TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Applicants will be notified via e-mail regarding any deficiencies in the insurance submission.

- e. Minimum requirements are found in Section I, F of this RFA.
- 2. Failure to furnish all information required in this RFA or to substantially follow the application format requested shall disqualify the application. Applicants will be notified of disqualification by the date shown in the RFA timeline. An applicant may protest screening disqualification by following the rules found on page 23, "Opportunity to Protest."

D. RATING PROCESS: GENERAL

- 1. Those applications that meet minimum requirements as noted above will be assigned a date and time to present to an Evaluation Committee, which may consist of County Staff, representatives from other public agencies, and/or individuals from the community at large. The applicants' presentation will be reviewed and evaluated by the Evaluation Committee. The panel of evaluators will recommend the highest rated applicants to the DHS Director. The DHS Director will make final recommendations for contractor selections to the Board of Supervisors. The DHS Director may recommend contractors that are not the highest rated and provide justification for her recommendation to the Board of Supervisors.
- 2. Recommendation for the awards is contingent on successful resolution of any protests, which would otherwise restrict or limit such awards.
- 3. Notice of the recommendation for the awards will be emailed to all applicants by the date shown in the RFA timeline after a notice of the proposed awards has been posted in the DHS office.
- 4. A minimum score of 70% is required to pass the evaluation. If the minimum score is not met, the applicant will be rejected. Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Financial Statement (See Exhibit K)	60
Applicant Presentation	60
Applicant Application	130
Start-Up Work plan	10
Total	260

E. OPPORTUNITY TO PROTEST

1. Any applicant 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 RFA timeline**. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFA a clear, precise description of the format which applications and presentations shall follow and elements they shall contain, the standards to be used in screening and evaluating applications and presentations, the date on which applications are due, presentations scheduled, and the timetable the County will follow in reviewing and evaluating them: and/or
 - b. Applications and presentations were not evaluated and/or recommendation for awards were not made in the following manner:
 - i. All applications were reviewed to determine which ones met the screening requirements specified in the RFA; and/or
 - ii. All applicants meeting the screening requirements were scheduled for presentations to an Evaluation Committee, which evaluated applicants using the criteria specified in the RFA; and/or
 - iii. Applicants judged best qualified by the Evaluation Committee were 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 presentations as specified in the RFA.
2. The written letter of protest of the proposed awards must reference the title of this RFA and be submitted by mail or email. Mail should go to:

Grantland L. Johnson Center for Health Services
Attn: Director
7001-A East Parkway, Suite 1000
Sacramento, CA 95823

Emails should go to: DHS-Director@saccounty.net

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

F. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after DHS has obtained Sacramento County Board of Supervisors approval for the contract(s).
2. Successful applicants shall be required to sign a Sacramento County contract. Successful applicants must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring applicant or reissue the RFA.
3. Successful applicants will not be allowed to begin work under any successfully negotiated contract until such time as the contract has been signed by the proposed contractor(s) and Sacramento County.

G. CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES

Attachment 1 is the County's Determination for Medical Necessity and Target Population Policy and Procedure.

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

Attachment 3 is a sample of the County's Insurance Requirements for Contractors.

Attachment 4 is a sample of the County's Additional Provisions to the Agreement.

Attachment 5 is a sample of the County's Good Neighbor Policy.

Attachment 6 is a sample of the County's Mental Health Cost Settlement contract exhibit.

Attachment 7 is a sample of the County's Mental Health Screening and Assessment Tool.

Attachment 8 is a sample of the County's Self-Report Check List.

Attachment 9 is the County's Bi-Directional Medi-Cal Transition of Care Tool.

APPLICATION PACKAGE CHECKLIST

The application checklist must be completed and submitted with your application. All items must be submitted in the order listed. Please utilize this checklist to ensure that your application package is complete. This checklist **MUST** accompany the application. Include one (1) original application with items **1-12 ONLY**. Include 15 copies with items **13-15 ONLY**.

CHECKBOX ITEMS

Provide 1 copy of Items 1-12 below

- ☐ 1. Application Package Checklist (see Exhibit A)
- ☐ 2. Application /Intent to Meet RFA Requirements (see Exhibit B)
- ☐ 3. Staffing Detail (see Exhibit C)
- ☐ 4. Assurance of Cultural Competence Compliance (see Exhibit D)
- ☐ 5. Certificate(s) of Insurance, documenting current coverage (see Exhibit E)
 - ☐ 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
- ☐ 6. Resolution by the agency's Board of Directors (see Exhibit F)
- ☐ 7. Certification Regarding Debarment and Suspension (See Exhibit G)
- ☐ 8. County of Sacramento Contractor Certification of Compliance Form (See Exhibit H)
- ☐ 9. Statement of Compliance Quality Management and Compliance (See Exhibit I)
- ☐ 10. Statement of Compliance with Sacramento County Good Neighbor Policy (See Exhibit J)
- ☐ 11. Independently Audited Financial Statement (see Exhibit K)
- ☐ 12. Letters of Intent to Collaborate (see Exhibit L)

Provide 15 copies of Items 13-15 below

- ☐ 13. Application Narrative (see Exhibit M)
- ☐ 14. Start-Up Work Plan (see Exhibit N)
- ☐ 15. Organizational Chart (see Exhibit O)

SUBMISSION STANDARDS

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

- ☐ Original application, identified as original
- ☐ Original signatures on ALL documents in original application
- ☐ 15 copies of items 13-15
- ☐ The original and each copy of the application is secured/bound with binder clip
- ☐ Application submitted in sealed container
- ☐ Application submitted by 5:00pm (PDT) on date shown in RFA timeline
- ☐ All documents meet format and content requirements
- ☐ Independently Audited Financial Statement not more than 24 months old
- ☐ Insurance requirements met
- ☐ Attended Mandatory Applicants' Conference

<p>YOUTH HELP NETWORK RFA No. MHC/012 APPLICATION/CERTIFICATION OF INTENT TO MEET RFA REQUIREMENTS</p>

Applicants are required to complete Exhibit B, RFA No. MHC/012 Application. The application is a Portable Document Format (PDF) with fillable fields; the application will be included in an email sent to the Mandatory Applicants' Conference attendees. The applicant refers to the organization that is applying for this RFA.

Applicants must:

- A. Respond to all required sections of the form
- B. Concisely include applicable, essential, and specific information
- C. Not alter, delete, or otherwise change any section in the form

Print a hard copy and include it in your organization's application packet with original authorized signature.

Youth Help Network

Request for Application No. MHC/012

Application/Certification of Intent to Meet RFA Requirements

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

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

A. APPLICANT'S INFORMATION			
1. Applicant Name		2. Federal Tax ID#	
3. Applicant 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 applicant's behalf	Phone	Email	
8. List contracts for outpatient mental health programs that provide crisis intervention services for TAY, that were successfully completed in the past two (2) years:			
Contract Term(s) (ex: 2016- 2017)	Legal Name of the Entity Your Agency Contracted with	Service Description	Fund Source(s)

EXHIBIT B

9. List contracts that were terminated prior to end of term in the past two (2) years. Attach supplementary sheets if necessary.

Contract Term	Legal Contract Name	Service Description	Fund Source(s)	Contract Value	Reason for Termination

10. 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

11. Describe any litigation involving the applicant organization and/or principal officers thereof. Please include details about resolution/conclusion.

12. Does the organization hold financial interest in any other business?		
If yes, list business(es):		
13. Does the organization hold a controlling interest in any other organization?		
If yes, list organization(s):		
14. Is the organization owned or controlled by any other person or organization?		
If yes, list person(s) or organization(s):		
15. List name of persons with whom the prospective applicant organization has been associated in business as partners or business associates within the past three (3) years:		

B. APPLICANT'S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

1. Applicant will submit a single agency application only?		
2. Applicant will comply with all requirements of the Request for Application No. MHC/012?		
3. Applicant was represented at RFA MHC/012 Mandatory Applicant's Conference?		
Name of Organization Representative in attendance		
4. Applicant has no record of unsatisfactory performance, lack of integrity, or poor business ethics?		
5. Applicant is in compliance with any outstanding corrective action plan?		
6. Applicant will submit, meet, and abide by any applicable state, federal, and county laws, statutes, regulations, and certifications that are pertinent and necessary to the operations of a mental health triage program at the time of contract execution?		

EXHIBIT B

7. Applicant 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?	
8. Applicant has two (2) or more years of experience in providing crisis intervention services to TAY, ages 16 to 25, defined as a service requiring an immediate response for individuals experiencing an acute psychiatric episode or crisis?	
How many years?	

Certification:

I certify that all statements in this Youth Help Network RFA No. MHC/012 Application is true and that all eligibility to apply/minimum requirements in this RFA are satisfied. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County, Department of Health Services to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the organization's qualification to provide services.

I certify that **(Insert Organization's Name)** will comply with all requirement specified in the RFA that are applicable to the services which we wish to provide. I agree to the right of the County, state, and federal government to audit **(Insert Organization's Name)**'s financial and other records.

Original Signature of Applicant/Authorized Agent

Date

Print Name /Title

INSTRUCTIONS FOR COMPLETING THE FY18/19 STAFFING DETAIL

GENERAL INSTRUCTIONS:

1. Applicants are required to complete a Staffing Detail (Exhibit C).
2. Complete ONLY sections shaded in YELLOW.
3. Round all expenditures to the nearest whole dollar.

2018/19 EXHIBIT E STAFFING DETAIL

Program Name:

Expenditure Agreement #:

Contracting Agency:

Fiscal Year:

2018/2019

Agency Position Classifications	QM Classifications	No. of FTEs	Budgeted Compensation (Salaries & Benefits) - County Funding
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Program Staff -- Employees

Sr. Mental Health Counselor	LPHA	1.00	\$ -
Mental Health Counselor	LPHA or LPHA Waived	1.00	\$ -
Sr. Mental Health Worker 1	MHRS	1.00	\$ -
Sr. Mental Health Worker 2	MHRS or MHA	1.00	\$ -
Sr. Mental Health Worker 3	MHRS or MHA	1.00	\$ -
Sr. Mental Health Worker 4	MHRS or MHA	1.00	\$ -
Mental Health Worker (Youth Advocate) 1	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 2	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 3	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 4	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 5	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 6	Peer	1.00	\$ -
Mental Health Worker (Youth Advocate) 7	Peer	1.00	\$ -
Mental Health Program Coordinator	LPHA	1.00	\$ -
Office Assistant II		0.50	\$ -
TOTAL PROGRAM SERVICE STAFF COMPENSATION		14.50	\$ -

Administration Costs

Not to exceed 15% of total budget

Indirect Expenses	\$ -
Direct Costs	\$ -
TOTAL ADMINISTRATION COSTS	\$ -

TOTAL FIRST YEAR PROPOSED BUDGET	\$ -
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Please note: The first year total cannot exceed \$1,133,085 (see Section E. Funding on Page 14).



**DIVISION OF BEHAVIORAL HEALTH SERVICES
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE**

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

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

Cultural Competence Definition

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

Cultural Competence Guiding Principles

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

- Commitment to Cultural Competence and Health Equity
 - Address cultural competence at all levels of the system including policy, programs, operations, treatment, research and investigation, training and quality improvement. (CLAS Standard 1)
 - Demonstrate commitment to cultural and linguistic competence in all agency policy and practice documents, including the mission statement, statement of values, strategic plans, and policy and procedural manuals. (CLAS Standard 2)

- Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them. (CLAS Standards 8 & 6)
- Identification of Disparities and Assessment of Needs and Assets
 - Collect, compile and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS Standard 11)
 - Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. (CLAS Standard 12)
- Implementation of Strategies to Reduce Identified Disparities
 - Develop, implement, and monitor strategies for elimination of identified disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on disparities. (CLAS Standard 9)
 - Utilize a quality improvement framework to monitor and evaluate Cultural Competence Plans and disparity elimination activities, and share improvement targets and progress with stakeholders. (CLAS Standards 10 & 15)
- Community Driven Care
 - Develop formal and informal relationships with community members, community organizations, and other partners to maximize the delivery of effective culturally, ethnically and linguistically appropriate care, and monitor the outcomes of these partnerships. (CLAS Standard 13)
 - Ensure representation of consumers, individuals with lived mental health/behavioral health experience; family members of a consumer; children; youth; parent/caregivers of youth with serious emotional disturbance; and representatives from unserved/underserved/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body/committee to develop service delivery and evaluation (with a recommended minimum of 50%).
 - Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to cultural competence planning, implementation, monitoring and evaluation. Create and utilize culturally and linguistically appropriate conflict grievance resolution processes. (CLAS Standard 14)
- Workforce Development
 - Establish workforce recruitment strategies that ensure adequate levels of consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities, self-care strategies to address stress and micro-aggressions, and other retention efforts. Develop corrective measures to address severe shortages impacting ability to serve county populations (WIC 4341, CLAS Standard 3).
 - Provide ongoing cultural competence and quality improvement training to consumer/peer (persons with lived experience), community (navigators,

community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) in order to effectively address the needs of cultural, racial and ethnic populations, including linguistic capability. (CCR Title 9 Section 1810.410, CLAS Standards 4 & 7)

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

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

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

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

2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:
Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:
Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural and linguistic makeup of the county until the makeup of direct services staff is proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.
4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:
75% of direct service (including ADS) staff and supervisors will have completed the California Brief Multicultural Competence Scale (CBMCS) and/or equivalent cultural competence training approved by DBHS.
5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services at no cost to the client.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
 - Create a physical environment that ensures people of all cultures, ages, sexual orientation, gender identity and gender expression feel welcome and cared for. This
 - shall include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Sacramento County; providing reading materials, resources, and magazines in varied languages that are at appropriate reading levels and are suitable for different age groups, including children and youth; considering cultural differences and preferences when offering refreshments; ensuring that any pictures,

symbols or materials on display are not unintentionally disrespectful to another culture.

8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or nonclinical encounters.
 - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:
Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.
10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved and inappropriately served communities at every step of program planning, implementation, outcome measurement and evaluation. Collaborate with diverse cultural, racial, ethnic, LGBTQ, and emerging refugee communities to learn more about how they define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

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

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

Contractor (Organization Name)

Signature of Authorized Representative

Name of Authorized Representative (Printed)

Date

Title of Authorized Representative

INSURANCE REQUIREMENTS

A sample of the insurance exhibit included in Sacramento County agreements is provided in Attachment 3. The types of insurance and minimum limits required for any agreement resulting from this RFA are specified in the sample insurance exhibit. A contract negotiated following this RFA will include the attached insurance exhibit.

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

If during the application screening for this RFA, the county finds a problem with the applicants' insurance submission, applicant will have until the date shown in the RFA timeline to submit any required documentation to the county. Applicants will be notified via e-mail regarding any deficiencies in the insurance submission.

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

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

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

****SAMPLE****

RESOLUTION NO. _____
BY THE BOARD OF DIRECTORS

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

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

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

AUTHORIZED TO EXECUTE AGREEMENT AUTHORIZED TO SUBMIT CLAIMS

 TITLE

 TITLE

 PRINT NAME

 PRINT NAME

 SIGNATURE

 SIGNATURE

CERTIFICATION

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

 DATE

 PRINT NAME

 SIGNATURE

COUNTY OF SACRAMENTO

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

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

«CONTRACTORNAME»

BY: _____

DATE: _____

COUNTY OF SACRAMENTO
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

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

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

CONTRACTOR hereby certifies that either:

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

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

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

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

CONTRACTOR NAME

Printed Name of person authorized to sign

Signature

Date

STATEMENT OF COMPLIANCE QUALITY MANAGEMENT AND COMPLIANCE

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

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

QUALITY MANAGEMENT:

Demonstrate ability to:

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

COMPLIANCE:

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

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

DATE

PRINT NAME

SIGNATURE

**STATEMENT OF COMPLIANCE WITH
SACRAMENTO COUNTY GOOD NEIGHBOR POLICY**

CONTRACTORS SUBMITTING APPLICATIONS SHALL CERTIFY THAT:

I. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two (72) hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services, and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or by other method as approved by DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement, and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

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

AGENCY'S NAME

PRINTED NAME

SIGNATURE

DATE

INDEPENDENT AUDITED FINANCIAL STATEMENT
--

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

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

2. Independent Audited Financial Statement (Exhibit K) will be screened by the Department's Accounting Manager for:
 - a. No adverse auditor opinion
 - b. No disclaimer of auditor opinion
 - c. No going concerns/issues

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

3. Once screened, the Independent Audited Financial Statement will be rated on:
 - A. Liquidity ratios
 - i. Current (current assets divided by current liability)
 - ii. Quick (equal to cash plus government securities plus accounts receivable divided by total current liabilities)
 - B. Leverage ratio: Debt ratio (total liability divided total assets)
 - C. Working capital: Total current assets minus total current liabilities
4. **Maximum possible points: 60 points.**

LETTER OF INTENT TO COLLABORATE
--

- A. Your application should include three (3) Letters of Intent to Collaborate from programs that will commit to space in a drop-in location where TAY congregate.
- B. Address to: Sacramento County Division of Behavioral Health Services
- C. Letters should state commitment of collaboration and how organization will collaborate such as:
 - 1. Efforts to collaboration and coordination of care (e.g. referring to program, leveraging organization's program services, creating networking opportunities, etc.)
 - 2. In-kind supports (e.g. use of office space, office supplies or equipment, consultation, training opportunities, etc.)

APPLICATION NARRATIVE AND PRESENTATION**A. APPLICATION NARRATIVE INSTRUCTIONS:**

1. State the question prior to providing your answer.
2. Begin a new page with each Roman Numeral/Section. The maximum page requirements include statement of the question and any supporting attachments for that question. Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the evaluation panel.
3. Please refer to the Application submission requirements in Section II, B.

DBHS Core Values (see page 6) should be apparent and embedded in all responses as organizations will be rated on their competencies in all of these critical areas.

APPLICATION NARRATIVE FOR YOUTH HELP NETWORK PROGRAM SERVING TAY, RFA NO. MHC/012			
Questions to be answered:	Applicants will be rated on:	Max Pages	Max Points
<p>I. Service Description</p> <p>Describe the Youth Help Network (YHN) Program services your organization will provide. Description should include the following:</p> <ul style="list-style-type: none"> A. How your organization will provide crisis intervention to address the developmental challenges and unique needs of the underserved TAY listed in this RFA. B. Outreach strategies to stabilize living situation, provide linkage to mental health services, and engage family/support systems as agreed upon by youth. C. How your organization will provide care coordination with programs, outpatient providers, community based organizations, and natural support systems. D. What are the most important components of the program that will prevent hospitalization or future crisis? 	<p>Clarity and completeness of response; quality and comprehensiveness of services; understanding of provision of crisis intervention; understanding of the developmental challenges and unique service needs of TAY including responsive to culture, language, age, sexual orientation, gender identity and expression, trauma history, and housing status; integration of advocate support; understanding and incorporation of DBHS core values in all aspects of services; clear TAY voice and choice embedded throughout services.</p>	4	25
<p>II. Staffing</p> <ul style="list-style-type: none"> A. Describe your organization's plan to recruit and hire quality staff. B. List your agency's direct service staff turnover rate (defined as staff who quit) for the last 12 months (July, 2017 through May, 2018), the factors that contribute to your agency's turnover and your strategies for improving staff morale and retention. C. Describe how your agency will address the inherent power distance between youth advocate staff and supervisors/managers in order to facilitate bidirectional sharing of ideas and opinions. D. Describe how your agency will address staff who are emotionally triggered during the work. 	<p>Clarity and completeness of response; comprehensive recruitment and hiring strategies; understanding of staff positions, FTE, qualifications, characteristics that contribute to effective program service delivery; understanding the value of hiring staff with lived experience; hiring practices that reflect the cultural ethnic, and generational diversity of Sacramento County; understanding of, and ability to provide safe forums for advocate staff to express opinions; trauma-informed supervision; understanding of factors affecting turnover and plan to address it.</p>	3	35

<p>III. Online Presence/Use of Social Media</p> <p>A. Describe your organization's plan for online presence. Include social media platforms to be utilized and unique and helpful features that will be included on your website.</p> <p>B. Describe the content your organization will include.</p>	<p>Clarity and completeness of response; web design is interactive, TAY friendly and responsive to culture, language, age, sexual orientation, gender identity and expression, trauma history, and housing status; resources are TAY relevant and current; includes plan for ongoing updating. One (1) of the two (2) pages may include website mock ups.</p>	2	15
<p>IV. Program Siting and Collaboration</p> <p>A. List stakeholders you would seek to co-locate with and why. Explain strategies for how you would obtain in-kind commitments.</p> <p>B. Describe the factors that may negatively affect good neighbor relations and strategies you would use to address them both with siting and on an ongoing basis.</p> <p>C. Describe members of the stakeholder committee you would develop and facilitate and why you chose them. Describe the mission of the stakeholder committee.</p> <p>D. Describe potential issues a collaborator site may bring to your attention regarding your YHN staff and how you would address those concerns.</p>	<p>Clarity and completeness of response; relevant experience; quality of plan; congruency of narrative and work plan.</p> <p>Siting decisions should be based on: efficiency to operationalize the program in a timely manner; engagement of collaborators in the decision-making process; location near where TAY congregate.</p> <p>Plan comprehensively describes programming that will be appealing to providers and the TAY they serve.</p>	3	25
<p>V. Provide at least three (3) Letters of Intent to Collaborate from Programs that will commit to space in a drop-in location where TAY congregate.</p>	<p>Letters include the program's in kind commitment (contingent upon award) Program sites are relevant to TAY and are where TAY congregate.</p>	4	30
TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE		16	130

B. PRESENTATION INSTRUCTIONS:

1. Organizations that submit applications meeting screening criteria as specified in this RFA will be contacted by DHS and assigned a specific date and time for their presentation.

Goals and principles for the Children's System of Care should be apparent and embedded in all responses as organizations will be rated on their competencies in all of these critical areas.		
Areas to be addressed:	Applicants will be rated on:	Maximum Points
I. Experience and knowledge related to program as defined in this RFA	A. Method for ensuring that performance outcomes are addressed and obtained. B. Experience relates to underserved populations listed in the RFA. C. Describe strategies for reaching out and connecting to youth identified in this RFA.	10
II. Staffing	A. Recruitment, hiring and retention relates to the scope of work in the RFA. B. Specialized trainings that supports the scope of services staff will provide. C. Understanding the value of hiring staff with lived experience that reflect the cultural and ethnic diversity of Sacramento County.	10
IV. Vignettes	A. Demonstrates understanding of the following as it relates to LGBTQ TAY, homeless TAY, TAY served by Child Welfare and Probation including African American TAY, Commercially Sexually Exploited Children/Youth (CSEC), refugee TAY, and immigrant TAY. B. Understanding of social media platforms and features and strategies/protocols for using them. C. Understanding of popular TAY locations, how to outreach in those areas and strategies for collaborating with agencies.	40
MAXIMUM POSSIBLE POINTS FOR PRESENTATION		60

2. Each organization may have no more than five (5) representatives presenting.
3. Visual and audio equipment may **not** be utilized during the presentation.
Handouts, elaborate artwork, expensive paper, binders and bindings, expensive visuals or other presentations are neither necessary nor desired and will **not** be rated.
4. At the scheduled presentation date and time, the organization will be provided:
 - a. Sixty (60) minutes to prepare their oral responses to questions and vignettes
 - b. And ten (10) minutes to respond to each question/vignettes (totaling forty (40) minutes)

Start-Up Work Plan


Applicants are required to complete Exhibit N, Start-Up Work Plan. Print a hard copy of the document and include it in your application packet. The work plan is a formatted Word document; the work plan will be included in an email to be sent to the Mandatory Applicants' Conference attendees.

Identify the action steps for the development and implementation of the program. Be specific in what is needed to accomplish the identified tasks throughout the work plan. Applicants will be rated on clarity and completeness of the response; quality, comprehensiveness, organization, and feasibility of the plan; and demonstration of the ability to deliver services within a six month time frame upon contract execution. 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, web presence)	Timeline By When? (Day/Month)	Potential Barriers	Solution
1.						
2.						
3.						
4.						
5.						

ORGANIZATIONAL CHART

Applicants are required to submit a current organizational chart that includes the placement of the new program as described in this RFA. Print hard copies of the document and include it in your organization's application packet. The organizational chart will not be scored, but will complement the organization's presentation.

 County of Sacramento Department of Health and Human Services Division of Behavioral Health Services Policy and Procedure	Policy Issuer (Unit/Program)	QM
	Policy Number	QM-01-07
	Effective Date	07-01-2005
	Revision Date	03-28-2017
Title: Determination for Medical Necessity and Target Population		Functional Area: Access
Approved By: (Signature on File) Signed version available upon request Alexandra Rechs Program Manager, Quality Management Uma Zykovsky		

BACKGROUND/CONTEXT:

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

DEFINITIONS:

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

Target Population: For the purposes of county mental health services, target population refers to individuals with severe disabling conditions that require mental health treatment giving them access to available services based on these conditions. Public mental health systems are obligated to serve those identified individuals across the age spectrum and acuity of need. Services for each target population are based on acuity of need and impairment as well as varying eligibility criteria. Uninsured individuals are served to the extent resources are available. (W&I 5600.2, W&I 5600.3).

The following target population groups are served in Sacramento County.

Adults:

- (a) Individuals insured by Medi-Cal
- (b) Uninsured individuals (indigent status served as resources permit through realignment or other identified funding)

Youth:

- (a) Youth insured by Medi-Cal
- (b) Uninsured youth (indigent status served as resources permit through realignment or other identified funding).

The following attached documents guide this policy:

1. Adult Target Population: Adult Target Population will be in accordance to the Mental Health Plan definition (see Attachment A)
2. Children's Target Population: Child Target Population will be in accordance to the Mental Health Plan definition (see Attachment C)

Serious and Persistent Mental Illness – W&I Code Section 5600.3(2): An adult is considered to have a serious mental disorder if he/she has an identified mental disorder that is severe in degree, persistent in duration, which cause behavioral functioning that interferes substantially with the primary activities of daily living, and result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time.

Seriously Emotionally Disturbed - W&I Code Section 5600.3(a)(2): A child or adolescent is considered to have a serious emotional disturbance if they have he/she has a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria as a result of the mental disorder:

- Has substantial impairment in at least 2 areas (self-care, school functioning, family relationships, ability to function in the community);
- Is either at risk of removal from home or has already been removed OR the mental disorder and impairments have been present for more than 6 months or are likely to continue for more than 1 year without treatment;
- Displays psychotic features, risk of suicide or risk of violence due to mental disorder.

PURPOSE:

This policy and procedure establishes Sacramento County medical necessity parameters for the following populations:

1. Medical Necessity for Adults ages 21 and older, determination will be made in accordance to Title 9, Section 1830.205. (See Attachment B)
2. Medical Necessity for Child/Youth ages 0 – 21 determination will be made in accordance to Title 9, Section 1830.210. (See Attachment D)

This document provides operational guidance for access to services for different target populations and the conditions that determine medical necessity.

DETAILS:

Determination of Medical Necessity Criteria: All Staff conducting the initial assessment meet the qualifications for Licensed Professional of Healing Arts (LPHA) and function as part of the MHP Access Team or specifically designated entry points of services.

1. Adult Outpatient Service Authorization
 - a. The Access Team will make an initial determination of Medical Necessity criteria for outpatient service authorization. The Access Team will document their determination and refer to the appropriate level of care based on said determination.
 - b. The Access Team designates additional specified points of entry for vulnerable population in order to provide presumptive determination of eligibility to prevent barriers to care.
 - c. Service providers receiving referrals from the Access Team are required to confirm medical necessity and to complete the appropriate assessment upon contact with referred individuals.

- d. Service providers will continue to review and confirm medical necessity annually at minimum.
2. Child & Family Outpatient Service Authorization
 - a. The Access Team will make an initial determination of Medical Necessity criteria for outpatient service authorization except as delineated in #2(b) below. The Access Team will document their determination and refer to the appropriate level of care based on said determination.
 - b. If a client has full scope Medi-Cal, an authorization and referral can be made for a face-to-face assessment to determine if medical necessity is met. This referral and authorization may be made even if, based on initial Access Team screening, medical necessity is not met.
 - c. Service providers receiving referrals from the Access Team are required to confirm medical necessity and to complete the appropriate assessment upon contact with referred individuals.
 - d. Service providers will continue to review and confirm medical necessity annually at minimum.

REFERENCE(S)/ATTACHMENTS:

- California Code of Regulations, Title 9
- DMH Notices and Letters

RELATED POLICIES:

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

DISTRIBUTION:

Enter X	DL Name	Enter X	DL Name
X	Mental Health Staff		
X	Mental Health Treatment Center		
X	Adult Contract Providers		
X	Children's Contract Providers		
X	Alcohol and Drug Services		
	Specific grant/specialty resource		

CONTACT INFORMATION:

- Quality Management Program QMInformation@saccounty.net

ATTACHMENT A ADULT TARGET POPULATION

For services in the adult specialty mental health system, individuals must meet Criteria A, B, C and D to meet service requirements for operational definition or core target population irrespective of funding.

Criteria A: At least one of the following diagnoses as defined in the current edition of the Diagnostic and Statistical manual of Mental Disorders Fifth Edition (DSM 5):

<u>ICD-10</u> (Codes for Included Diagnosis for Adult Target Population)	<u>DSM 5 Classification</u>
F20.9 F28 F29* F20.81*	1. Schizophrenia Spectrum Disorder and Other Psychotic Disorders Schizophrenia Other Specified Schizophrenia Spectrum and Other Psychotic Disorder Unspecified Schizophrenia Spectrum and Other Psychotic Disorder (previously Psychotic Disorder NOS) Schizophreniform <i>* Re-evaluation and resolution of diagnosis must be done within 6 months of initial diagnosis</i>
F25.0 F25.1	2. Schizoaffective Disorder Schizoaffective Disorder Bipolar Type Schizoaffective Disorder Depressive Type
F31.11 F31.12 F31.13 F31.2 F31.73 F31.74 F31.9 F31.31 F31.32 F31.4 F31.5 F31.75 F31.76 F31.9 F31.9 F31.9 F31.81	3. Bipolar Disorders Bipolar I Disorder current or most recent episode manic, mild Bipolar I Disorder current or most recent episode manic, moderate Bipolar I Disorder current or most recent episode manic, severe Bipolar I Disorder current or most recent episode manic, with psychotic features Bipolar I Disorder current or most recent episode manic, in partial remission Bipolar I Disorder current or most recent episode manic, in full remission Bipolar I Disorder current or most recent episode manic, unspecified Bipolar I Disorder current or most recent episode depressed, mild Bipolar I Disorder current or most recent episode depressed, moderate Bipolar I Disorder current or most recent episode depressed, severe Bipolar I Disorder current or most recent episode depressed, with psychotic features Bipolar I Disorder current or most recent episode depressed, in partial remission Bipolar I Disorder current or most recent episode depressed, in full remission Bipolar I Disorder current or most recent episode depressed, unspecified Bipolar Disorder current or most recent episode unspecified Unspecified Bipolar and Related Disorder (previously Bipolar NOS) Bipolar II Disorder

F33.9 F33.0 F33.1 F33.2 F33.3 F33.41 F33.42	4Major Depressive Disorder Recurrent Episode Major Depressive Disorder, recurrent episode unspecified Major Depressive Disorder, recurrent episode, mild Major Depressive Disorder recurrent episode moderate Major Depressive Disorder, recurrent episode, severe Major Depressive Disorder, recurrent episode, with psychotic features Major Depressive Disorder, recurrent episode, in partial remission Major Depressive Disorder, recurrent episode, in full remission
F43.10	5. Posttraumatic Stress Disorder Posttraumatic Stress Disorder
F60.3	6. Borderline Personality Disorder Borderline Personality Disorder

Exclusions: Individuals with a primary diagnosis of substance abuse and those with a sole diagnosis of developmental disability. The criteria exclude those with organic brain syndromes such as dementia or delirium.

Criteria B: Severe impairment in community functioning that includes consideration of sociocultural issues in one or more areas as a result of covered above-listed covered diagnosis.

Specific functional impairment must be clearly documented. Functional areas include:

Functional Area	Criteria
Basic self-care, independent living skills, consistent behaviors of endangerment of self or others	Consistent failure to maintain basic activities of independent living; inability to obtain food, clothing, and/or shelter without supports; serious disturbances in physical health such as weight change, disrupted sleep or fatigue that threatens health, separate from physical symptoms due to general medical conditions.
Productive Activities: Includes employment, education, volunteer, parent/caregiver, or other meaningful activities.	Inability to maintain participation in client specific meaningful activities and/or obligations to job, school, self, or others.
Interpersonal Relationships	Marked impairment of interpersonal interactions with consistently contentious or otherwise disrupted relations with others, which may include impulsive or abusive behaviors.
Co-morbidity – Substance Use	Inability to maintain roles in the following (see above parameters): self-care, productive activities, or interpersonal relationships due to a co-occurring substance use disorder.
Co-morbidity – Medical	Inability to attend to crucial medical needs as directed by a physician.

Criteria C: Focus of the proposed intervention will be to significantly diminish impairment or prevent significant deterioration in an identified important area of functioning.

Criteria D: Impairments and conditions require specialty mental health services and would not be responsive to physical health care based treatment.

Criteria A, B, C and D will be documented in the client medical record and will be the conditions that support medical necessity for continued services.

ATTACHMENT B ADULT MEDICAL NECESSITY CRITERIA

Must have all, (A, B, and C) as per Title 9, CCR, Chapter 11, Section 1830.205 A. Covered Psychiatric Diagnosis

Must have one of the following DSM-5 diagnoses, which will be the focus of the intervention being provided:

INCLUDED DIAGNOSIS:

- Pervasive Developmental Disorders, except Autistic Disorder which is excluded
- Attention Deficit and Disruptive Behavior Disorders
- Elimination Disorders
- Schizophrenia and other Psychotic Disorders
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality disorder
- Medication-Induced Movement Disorders

EXCLUDED DIAGNOSIS

- Mental Retardation
- Learning Disorders
- Communication Disorders
- Autistic Disorders
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other conditions that may be a focus of clinical attention, except Medication Induced Movement Disorders, which are included

B. Functional Impairment Criteria

Must have one of the following as a result of the mental health disorder(s) identified in the diagnostic “A” criteria:

1. A significant impairment in an important area of life functioning
OR
2. A probability of significant deterioration in an important area of life functioning

A client may receive services for an included diagnosis when an excluded diagnosis is also present.

C. Intervention Related Criteria

1. The focus of proposed intervention is to address the condition identified in impairment criteria “B” above,
AND
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning
AND
3. Not responsive to physical health care based treatment.

**CHILDREN'S/YOUTH MENTAL HEALTH
SERVICES ATTACHMENT C TARGET
POPULATION - CHILD & YOUTH**

**Children and youth to be served in a System of Care are
found eligible in one of two main categories:**

1. MEDI-CAL ELIGIBLE:

Full-SCOPE Medi-Cal eligible children and youth ages 0-21 are entitled by federal mandate to services to “treat or ameliorate any mental health condition” through Early and Periodic Screening, Diagnosis and Treatment (EPSDT). County Mental Health is required by law to ensure access to appropriate service to these individuals in a timely manner.

2. REALIGNMENT:

Children and youth up to age 18 who have a serious emotional disturbance may be the responsibility of the county under Realignment. Realignment resources are not utilized for children or youth with other eligibility or forms of insurance. Realignment Legislation (Welfare and Institutions Code Section 5600.3) secures services for eligible children and youth to the **extent that resources allow**. Children and youth who qualify for services using realignment funding meet the following criteria:

Must have a current included DSM 5 diagnosis. Clients with a primary included DSM 5 diagnosis may have a co-occurring substance abuse or developmental disorder as a secondary focus of treatment. Organic mental disorders are included only if the child currently manifests behaviors that are a danger to self or others and is amenable to treatment interventions which will ameliorate the presenting condition.

Child and youth shall meet one or both of the following criteria:

- A.** As a result of the mental disorder, the child has substantial impairment in at least two of the following areas:
 - 1. Self-care,
 - 2. School functioning,
 - 3. Family relationships,
 - 4. Ability to function in the community; **AND either of the following occurs:**
 - a. The child is at risk of removal from home or has already been removed from the home.
 - b. The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
- B.** The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

ATTACHMENT D CHILDREN'S MEDICAL NECESSITY CRITERIA

Must have all, (A, B, and C) as per Title 9, CCR, Chapter 11, Section 1830.205

A. Covered Psychiatric Diagnosis

Must have one of the following DSM-5 diagnoses, which will be the focus of the intervention being provided:

INCLUDED DIAGNOSIS:

- Pervasive Developmental Disorders, except Autistic Disorder which is excluded
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy and Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and other Psychotic Disorders
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality disorder
- Medication-Induced Movement Disorders

EXCLUDED DIAGNOSIS

Mental Retardation
Learning Disorders
Communication Disorders
Autistic Disorders
Tic Disorders
Delirium, Dementia, and Amnestic and Other Cognitive Disorders
Mental Disorders due to a General Medical Condition
Substance-Related Disorders
Sexual Dysfunctions
Sleep Disorders
Antisocial Personality Disorder
Other conditions that may be a focus of clinical attention, except Medication Induced Movement Disorders, which are included

A client may receive services for an included diagnosis when an excluded diagnosis is also present.

B. Functional Impairment Criteria

Must have one of the following as a result of the mental health disorder(s) identified in the diagnostic "A" criteria:

1. A significant impairment in an important area of life functioning;
OR
2. A probability of significant deterioration in an important area of life functioning;
OR
3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriated. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated.

C. Intervention Related Criteria

Must have all (1, 2, and 3 listed below):

1. The focus of proposed intervention is to address the condition identified in impairment criteria "B" above;

AND

2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning;

AND

3. The condition would not be responsive to physical healthcare based treatment.

COUNTY OF SACRAMENTO**AGREEMENT**

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

RECITALS

WHEREAS, _____ [County's reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor's reasons for contracting]

WHEREAS, _____

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

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

I. SCOPE OF SERVICES

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

II. TERM

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

III. NOTICE

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

TO COUNTY

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.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

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

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

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings

assignment orders or notices 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

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

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all

insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

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

XIX. WEB ACCESSIBILITY

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

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **insert - upon completion of services, on a monthly basis**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

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

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

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

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

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

XXVIII. DISPUTES

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

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

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

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. SEVERABILITY

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

XXXIV. FORCE MAJEURE

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

XXXV. SURVIVAL OF TERMS

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

XXXVI. DUPLICATE COUNTERPARTS

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

XXXVII. BUSINESS ASSOCIATE REQUIREMENTS

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

XXXVIII. AUTHORITY TO EXECUTE

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

XXXIX. DRUG FREE WORKPLACE

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

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

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

XLII. CHARITABLE CHOICE 42 CFR PART 54

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

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
 2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
 3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
 4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
 5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);
 6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
 7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
 8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).
- If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.

COUNTY OF SACRAMENTO

«CONTRACTTYPE» AGREEMENT NO. «ContractNum»

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. VERIFICATION OF COVERAGE

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

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Personal Automobile Liability: Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. **Workers’ Compensation:** Statutory requirements of the State of California and Employer’s Liability Insurance.
- D. **Professional Liability** or Errors and Omissions Liability insurance, including Sexual Molestation and Abuse coverage (unless included under the CONTRACTOR’s General Liability), appropriate to CONTRACTOR’s profession.
- E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the

underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

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

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

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

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

- B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business-owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. Workers' Compensation: Statutory.

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate, including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than \$250,000 per person or occurrence and \$1,000,000 annual aggregate.

- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate.

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

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

V. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

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

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

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

- A. All Policies:
 - 1. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.
 - 3. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. Additional Insured Status: COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to COUNTY, its officers, directors, officials, employees, or volunteers.
- B. Primary Insurance: For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects: COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- C. Severability of Interest: CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Subcontractors: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

VIII. PROFESSIONAL LIABILITY

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

IX. WORKERS' COMPENSATION

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

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

COUNTY OF SACRAMENTO

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

ADDITIONAL PROVISIONS**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.

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.

OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall

include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:

1. If MHSA funding is present in Exhibit C of this Agreement, "This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)."
2. If MHSA funding is not present in Exhibit C of this Agreement, "This program is funded by the Sacramento County Division of Behavioral Health Services".
3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

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

V. CLINICAL REVIEW AND PROGRAM EVALUATION

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

VI. REPORTS

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

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

VII. RECORDS

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

VIII. PATIENT FEES

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

IX. ANTI-SUPPLANTATION

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

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

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

X. AUDIT/REVIEW REQUIREMENTS**A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors**

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

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

In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
3. Should any deficiencies be noted in the Audit or Review CONTRACTOR must submit an Action Plan with the Audit or Review detailing how the deficiencies will be addressed.
4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

C. Term of the Audit or Review

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

D. Termination

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

E. Submittal and Due Dates for Audits or Reviews

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

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

F. Request for Extension of Due Date

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

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

G. Past Due Audit/Review

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

H. Overpayments

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

XI. SYSTEM REQUIREMENTS

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

XII. EQUIPMENT OWNERSHIP

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

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording 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
 - 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

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

GOOD NEIGHBOR POLICY

II. GOOD NEIGHBOR POLICY

- F. 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;
 10. Provision of adequate waiting and visiting areas;
 11. Provision of adequate restroom facilities located inside the facility;
 12. Implementation of litter control services;
 13. Removal of graffiti within seventy-two (72) hours;
 14. Provision for control of loitering and management of crowds;
 15. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 16. Participation in area crime prevention and nuisance abatement efforts; and
 17. 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.
- G. 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.
- H. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- I. 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.
- J. 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.

COUNTY OF SACRAMENTO

«CONTRACTTYPE»NAME»AGREEMENTNO. «ContractNum»

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

MENTAL HEALTH COST SETTLEMENT

This Cost Settlement Exhibit and other related clauses of this Agreement shall survive the term of the Agreement. Cost Reporting, Cost Settlement and Audits are performed after the termination date of the Agreement. CONTRACTOR shall reimburse COUNTY for the portion of the funding in this Agreement that is not reimbursed by State and/or Federal governments.

I. ANNUAL COST REPORTS:

- A. After the term of the contract has ended, a Cost Report template and instructions are provided by the State to COUNTY. COUNTY shall provide to CONTRACTOR State Cost Report template, State instructions, Avatar reports, expenditure and revenue sheets and any other necessary materials and instructions.
- B. CONTRACTOR shall prepare an accurate and complete Cost Report using the Avatar reports, the State template, State instructions, Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials and any other written instructions which may be provided to CONTRACTOR by COUNTY.
- C. CONTRACTOR shall, in calculating the net amount due from COUNTY, deduct from the gross billing: any non-claimable Medi-Cal expenses, including but not limited to the following
 1. All grants received for a specific program contracted herewithin, identifying the source of said grants;
 2. Amounts paid or payable to CONTRACTOR, for a specific program contracted herewithin, by clients or third parties;
 3. All revenues generated by CONTRACTOR; for a specific program contracted herewithin, as a direct or indirect result of this Agreement. Failure to reflect such deductions shall be deemed a breach of this Agreement.
- D. CONTRACTOR shall return the completed Cost Report to COUNTY within 30 days from issuance of Cost Report materials by COUNTY, unless a written request for an extension is approved by the Behavioral Health Deputy Director.
- E. If CONTRACTOR fails to submit an accurate and complete Cost Report by such due date, COUNTY shall not make any further payments to CONTRACTOR under subsequent Agreement, or at the COUNTY's option, other current or subsequent Agreements with COUNTY, until CONTRACTOR submits an accurate and complete Cost Report.
- F. COUNTY shall review CONTRACTOR'S Cost Report and communicate with CONTRACTOR in order to verify units from the provided Avatar report and verify that various updates are included in the Cost Report. CONTRACTOR shall work with COUNTY responsively and cooperatively to finalize the Cost Report.
- G. COUNTY shall provide to the State a Cost Report which includes COUNTY'S operated programs and contracted programs.

II. PRELIMINARY COST SETTLEMENT:

- A. CONTRACTOR or COUNTY shall reimburse the other party, as indicated by the reconciled Cost Report described above in Section I of this Exhibit. Reimbursement shall be processed 30 days following completion of the COUNTY'S Cost Report, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
- B. Costs will be settled to the lesser of actual and allowable costs or published charges, but not exceeding the Fiscal Year 2011/12 Statewide Maximum Allowable (SMA) and not exceeding the maximum amount of this Agreement.

III. FINAL COST SETTLEMENT:

- A. In accordance with the terms of this Agreement, W & I Codes Section 5704-5723 and 14132.44; CCR Titles 9 and Title 22 and DHCS Policy Letters and using State accepted COUNTY cost reporting, COUNTY shall calculate final payment to CONTRACTOR of title 9 Short-Doyle/Medi-Cal funds and any other public funds payable to CONTRACTOR under this Agreement. CONTRACTOR final reimbursement amount will be reconciled with any previous Contractor payments, payment adjustments, or cost settlements executed per this agreement. The aforementioned process described in this paragraph shall be also referred to as "Final Cost Settlement".
- B. CONTRACTOR or COUNTY will reimburse the other party, as indicated in the COUNTY/State Final Cost Settlement. Reimbursement shall be processed 30 days prior to the COUNTY'S submission of the State final cost report, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. COUNTY shall notify CONTRACTOR of the issuance of State's report. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
- C. In the Final Cost Settlement process the unit rate established in the preliminary cost settlement shall be the basis for reimbursement to or from COUNTY, unless the State authorizes a change to the total units.

IV. AUDITS:

- A. COUNTY'S Cost Report and any CONTRACTOR records of revenues or expenditures under this Agreement are subject to State and/or Federal Audit. Final Cost Settlement may be adjusted after completion of the audit(s).
- B. If such post-agreement audit finds that the actual costs of services furnished hereunder are higher than the payments made by COUNTY, then the difference shall be paid to CONTRACTOR based on the criteria described herein. COUNTY shall reimburse CONTRACTOR based on the total cost settled volume of service units provided in accordance with terms and conditions of this Agreement.
 - 1. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 1 titled "Salaries and Employee Benefits" that exceeds that amount set forth in Section 1 "Total Salaries and Employee Benefits." Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.
 - 2. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 2 titled "Operating Expenses" that exceed that amount set forth in Section 2 "Total Operating Expenses". Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.
 - 3. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 4 titled "Overhead and Allocated Costs" that exceed that amount set forth in Section 4 "Total

Overhead and Allocated Costs” without prior written authorization by COUNTY. Overhead and Allocated costs shall not exceed fifteen percent (15%) of actual Salaries and Employee Benefits and Operating Expenses. Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.

4. CONTRACTOR shall not be reimbursed for the cost of any expenditure, and shall not reassign cost to any other section, as delineated in Exhibit C Budget Section 5 titled “Housing and Flexible Support” that exceeds that amount set forth in Section 5 “Total Housing and Flexible Support.” Under spent funds in this section shall not be used in any other section, including cost settlement, without prior written authorization from COUNTY.
- C. CONTRACTOR shall repay to COUNTY the amount, if any, paid by COUNTY to CONTRACTOR for Title 9 Short-Doyle/Medi-Cal services which are found to be not reimbursable by State and/or Federal governments.
1. For State audit exceptions, CONTRACTOR shall reimburse County, as indicated by the audit findings. Payment will be based upon State approved units of service and Cost Report settlement to those approved units settled to the lesser of actual and allowable costs or published charges, which do not exceed the Fiscal Year 2011/12 SMA or the maximum amounts payable found in Exhibit C, Section I A. Payment shall be processed 30 days from the date of the applicable audit finding, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. COUNTY shall notify CONTRACTOR of the audit finding. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
 2. For Federal audit exceptions, Federal audit appeal processes shall be followed. COUNTY recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.
- D. CONTRACTOR shall cooperate fully with COUNTY staff and auditors when COUNTY, State or Federal audits or reviews of this Agreement are conducted.
- E. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from any such State denials, unresolved claims, and/or Federal and/or State and/or COUNTY audit disallowances or findings for services funded by Title 9 Short-Doyle/Medi-Cal, and/or other grants/public funds which exceeds County responsibility as defined in Exhibit C.
1. CONTRACTOR shall be subject to the examination and audit of the Auditor General of the State of California.
 2. CONTRACTOR shall provide a copy of all accounting materials to COUNTY upon request.

V. TERMINATION OF COST SETTLED CONTRACTS:

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR, which were provided after the expiration or termination of this Agreement.

Mental Health Screening and Assessment

Client Name:	Avatar ID:	Date:
Household Constellation (adults/children/pets specify age and any disability):		
Consent Forms Reviewed and Completed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Consents Reviewed with (name):
Other Service Involvement: <input type="checkbox"/> CPS <input type="checkbox"/> APS <input type="checkbox"/> Parole <input type="checkbox"/> Probation <input type="checkbox"/> Public Health <input type="checkbox"/> Alta <input type="checkbox"/> Prop 36 <input type="checkbox"/> Homeless Provider (<i>non-mental health</i>) <input type="checkbox"/> Mental Health Court <input type="checkbox"/> Drug Court <input type="checkbox"/> Other (specify):		
Barriers to Accessing Care: <input type="checkbox"/> Transportation <input type="checkbox"/> Hours of operation <input type="checkbox"/> Medication not covered by insurance <input type="checkbox"/> Financial hardship <input type="checkbox"/> Family/Friends/Community judgment (<i>stigma</i>) <input type="checkbox"/> Don't know how to access resources <input type="checkbox"/> Illness <input type="checkbox"/> Feeling overwhelmed <input type="checkbox"/> Social anxiety <input type="checkbox"/> Can't find appropriate provider (good fit) <input type="checkbox"/> Fear of legal implications (immigration issues, deportation, warrants, etc.) <input type="checkbox"/> Other (<i>specify</i>):		
Factors Contributing to Reasons for Visit: <input type="checkbox"/> Biological or Physical <input type="checkbox"/> Financial <input type="checkbox"/> Personal Relationships or Family <input type="checkbox"/> School or Work <input type="checkbox"/> Legal <input type="checkbox"/> Social or Political <input type="checkbox"/> Cultural, Spiritual or Religious <input type="checkbox"/> Gender Identity <input type="checkbox"/> Sexual Orientation <input type="checkbox"/> Substance Use/Abuse <input type="checkbox"/> Other (<i>specify</i>):		
Clinical Observations Regarding Symptoms and Behaviors (Include MSE: Appearance, Thought Content, Speech, Associations/Thought Process and Form, Perception, Abnormal or Psychotic Thoughts, Mood and Affect, Judgment/Insight, Orientation (Time/Place/Person), Memory (recent and remote), Attention Span/Concentration, Language, Intelligence/Fund of Knowledge (Cognition). For Children Under Age 5: Self-Regulation, Reaction/Adaptation, Environment/Play, Motor Activity/Muscle Tone and Strength, Parent/Child Interaction.):		
Physical Health Questions		
Self-Report Check List Reviewed: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Notes and Follow Up From Self-Report Checked Item(s):		
Current Primary Care Provider (name and contact information):		
Use of Traditional or Alternative Healing Practices : <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		

For Children/Youth under age 18, Any Significant Prenatal, Perinatal, and/or Developmental Events/History: <input type="checkbox"/> No <input type="checkbox"/> Unk <input type="checkbox"/> Yes, explain:									
Risk Assessment									
Risk of Harm to Self/Suicidal: Ideation (<i>current</i>) <input type="checkbox"/> <input type="checkbox"/> Yes No Organized Plan <input type="checkbox"/> <input type="checkbox"/> Yes No Access/Means <input type="checkbox"/> <input type="checkbox"/> Yes No Prior Attempts <input type="checkbox"/> <input type="checkbox"/> Yes No			Harm to Others/Homicidal: Ideation <input type="checkbox"/> <input type="checkbox"/> Yes No (<i>current</i>) Yes No Organized <input type="checkbox"/> <input type="checkbox"/> Plan Yes No Access <input type="checkbox"/> <input type="checkbox"/> to/Means Yes No Prior <input type="checkbox"/> <input type="checkbox"/> Attempts Yes No			At Risk for Abuse: <input type="checkbox"/> Abandonment <input type="checkbox"/> Abduction <input type="checkbox"/> Deprivation of <input type="checkbox"/> Physical Abuse Care <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Financial Abuse Neglect Isolation <input type="checkbox"/> Treatment Resulting in Harm or Pain			
Risk Factors and Safety Concerns: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Hopelessness <input type="checkbox"/> Helplessness <input type="checkbox"/> Appearing agitated <input type="checkbox"/> Isolating from friends/family <input type="checkbox"/> Feeling trapped <input type="checkbox"/> Dramatic change in mood </div> <div style="width: 33%;"> <input type="checkbox"/> Acting recklessly <input type="checkbox"/> Changes in eating or weight <input type="checkbox"/> Rage, anger, seeking revenge <input type="checkbox"/> Difficulty with ADLs or self-care <input type="checkbox"/> Talking, writing, or posting on social media about death, dying or suicide <input type="checkbox"/> Recent loss (physical, financial, personal) </div> <div style="width: 33%;"> <input type="checkbox"/> Sleep issues <input type="checkbox"/> Self-injurious behavior <input type="checkbox"/> Increasing alcohol and/or drug use/abuse <input type="checkbox"/> Problems with the law or court system <input type="checkbox"/> Other </div> </div>									
Gravely Disabled <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Conserved									
Notes and Comments:									
Treatment History									
Trauma History: <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> <input type="checkbox"/> Childhood Yes, specify: <input type="checkbox"/> Complex Trauma <input type="checkbox"/> Community Violence <input type="checkbox"/> Emotional Abuse <input type="checkbox"/> Early Childhood Trauma <input type="checkbox"/> Medical Trauma <input type="checkbox"/> Family Issues <input type="checkbox"/> Neglect <input type="checkbox"/> Natural Disasters <input type="checkbox"/> Physical Abuse <input type="checkbox"/> Perpetrating Domestic Violence <input type="checkbox"/> School Violence <input type="checkbox"/> Refugee and War Zone Trauma <input type="checkbox"/> Terrorism <input type="checkbox"/> Sexual Abuse <input type="checkbox"/> Human Trafficking <input type="checkbox"/> Traumatic Grief <input type="checkbox"/> Traumatic Death of a Parent <input type="checkbox"/> Denies <input type="checkbox"/> Witness Domestic Violence <input type="checkbox"/> Other					Trauma Impact on Functioning or Presenting Problem: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain:				
					Trauma Related Details:				

Use of traditional or alternative healing practices : <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				
History of Outpatient Mental Health Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				
Last Seen (date):		Last Seen by (agency) :		
Diagnosis by History:				
Medication History: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			Past Medication List:	
Current Medication(s):				
Taking Medication as Prescribed: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			Medication(s) Reportedly Working: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
Medication(s) Reported to Have Side-Effects:				
History of Psychiatric Hospitalization: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk				
Behavioral Health History (include onset, severity, and changes as well as number of hospitalizations including times and dates):				
Family History of Mental Health Issues:				
Drug and Alcohol Screening				
History of Drug or Alcohol Use <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			Current Drug or Alcohol Use/Misuse: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
Current Drug Choice	Frequency	Method	Quantity:	Notes:
Current Drug Choice	Frequency	Method	Quantity:	Notes:
Current Drug Choice	Frequency	Method	Quantity:	Notes:
Federal Priority: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			History of Drug or Alcohol Treatment: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
AOD Use: <input type="checkbox"/> Associated with a history of violence <input type="checkbox"/> Not associated with history of violence				
Current Agency Providing AOD Services:				
Other Clinically Relevant Information				
Life domain challenges:				
<input type="checkbox"/> Ability to Maintain Placement	<input type="checkbox"/> Community Functioning	<input type="checkbox"/> Daily Living Skills	<input type="checkbox"/> School/Work Functioning	
<input type="checkbox"/> Social Relationships	<input type="checkbox"/> Symptom Management	<input type="checkbox"/> Other (specify):		
Strengths and Resiliencies (hobbies, work, volunteer, education, spiritual resources/connections, natural supports, etc.):				
Other Clinically Relevant Information (presentation, symptoms, trauma exposure, etc.):				

Disposition				
<u>Internal Resources:</u>				
<input type="checkbox"/> Psychiatric/Medication Services	<input type="checkbox"/> Medical/Physical services	<input type="checkbox"/> Peer Services	<input type="checkbox"/> Clinical Services	
<u>External Resources:</u>				
<input type="checkbox"/> Divert to ED – Medical Clearance	<input type="checkbox"/> Divert ISU	<input type="checkbox"/> Medical Urgent Care	<input type="checkbox"/> PCP	<input type="checkbox"/> Link to ADS
<input type="checkbox"/> Link to MHP (<i>new referral</i>)	<input type="checkbox"/> Schedule Appointment with Current MH Provider		<input type="checkbox"/> Link to GMC	
<input type="checkbox"/> Community Resource/Program				
Disposition Notes (recommended next steps):				

Sacramento County Self Report Checklist

Name (A):				Date:			
This Form is Completed By: <input type="checkbox"/> Self <input type="checkbox"/> Parent/Guardian (for youth 12 and under) <input type="checkbox"/> With the support of staff <input type="checkbox"/> With support of Other							
DOB(A):			Age:		SSN (A):		
Primary Contact Number (A):				Email Address (A):			
Address (A):						Returning to this Address after visit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Emergency Contact Name (relationship):				Contact Number:			
Current Living Arrangement (A):							
<input type="checkbox"/> House/Apartment		<input type="checkbox"/> Supported Housing		<input type="checkbox"/> Room & Board		<input type="checkbox"/> Board & Care	
				<input type="checkbox"/> Group Home		<input type="checkbox"/> Foster Family Home	
<input type="checkbox"/> Homeless (no identifiable residence)				<input type="checkbox"/> Other (If other, where: _____)		<input type="checkbox"/> Prefer Not to Answer	
Sex Assigned at Birth(A):		Gender Identity (A):			Sexual Orientation (A):		
<input type="checkbox"/> Male <input type="checkbox"/> Female		<input type="checkbox"/> Male <input type="checkbox"/> Female			<input type="checkbox"/> Heterosexual/Straight <input type="checkbox"/> Asexual		
<input type="checkbox"/> Other		<input type="checkbox"/> AMAB/Transwoman <input type="checkbox"/> AFAB/Transman			<input type="checkbox"/> Gay <input type="checkbox"/> Lesbian <input type="checkbox"/> Bisexual <input type="checkbox"/> Queer		
<input type="checkbox"/> Unknown		<input type="checkbox"/> Intersex <input type="checkbox"/> Gender Queer <input type="checkbox"/> Two Spirit			<input type="checkbox"/> Questioning <input type="checkbox"/> Pansexual		
<input type="checkbox"/> Prefer Not to Answer		<input type="checkbox"/> Other: _____			<input type="checkbox"/> Other: _____		
		<input type="checkbox"/> Unknown <input type="checkbox"/> Prefer Not to Answer			<input type="checkbox"/> Unknown <input type="checkbox"/> Prefer Not to Answer		
Preferred Pronouns: <input type="checkbox"/> He/him/his <input type="checkbox"/> She/her/hers <input type="checkbox"/> Them/they/theirs <input type="checkbox"/> Name: _____ <input type="checkbox"/> Other: _____							
Are you of Hispanic or Latino ethnicity (C): <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Prefer Not to Answer							
Race (C) (select up to five):							
<input type="checkbox"/> African American		<input type="checkbox"/> Caucasian		<input type="checkbox"/> Hmong		<input type="checkbox"/> Mien	
<input type="checkbox"/> Amer. Indian/Alaska Native		<input type="checkbox"/> Chinese		<input type="checkbox"/> Japanese		<input type="checkbox"/> Other Pacific Islander	
<input type="checkbox"/> Asian Indian		<input type="checkbox"/> Filipino		<input type="checkbox"/> Hawaiian		<input type="checkbox"/> Samoan	
<input type="checkbox"/> Cambodian		<input type="checkbox"/> Guamanian		<input type="checkbox"/> Korean		<input type="checkbox"/> Vietnamese	
		<input type="checkbox"/> Laotian		<input type="checkbox"/> Other Asian		<input type="checkbox"/> Prefer Not to Answer	
Preferred Language (C) (select one):							
<input type="checkbox"/> Arabic		<input type="checkbox"/> English		<input type="checkbox"/> Ilocano		<input type="checkbox"/> Mandarin	
<input type="checkbox"/> Armenian		<input type="checkbox"/> Farsi		<input type="checkbox"/> Italian		<input type="checkbox"/> Portuguese	
<input type="checkbox"/> ASL		<input type="checkbox"/> French		<input type="checkbox"/> Japanese		<input type="checkbox"/> Russian	
<input type="checkbox"/> Cambodian		<input type="checkbox"/> Hebrew		<input type="checkbox"/> Korean		<input type="checkbox"/> Samoan	
<input type="checkbox"/> Cantonese		<input type="checkbox"/> Hmong		<input type="checkbox"/> Lao		<input type="checkbox"/> Spanish	
				<input type="checkbox"/> English		<input type="checkbox"/> Tagalog	
				<input type="checkbox"/> Polish		<input type="checkbox"/> Vietnamese	
						<input type="checkbox"/> Prefer Not to Answer	
Interpreter Service Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No							
Current Mental Health Provider: <input type="checkbox"/> Yes <input type="checkbox"/> No				Name & Contact Information:			

Physical/Medical Condition <i>(check all that apply):</i>		
<input type="checkbox"/> My child is acting lethargic or abnormally sleepy. <i>(child only)</i>		
<input type="checkbox"/> I am having a severe headache that hurts worse than any headache I have ever had <i>(developed in the last 24 hrs)</i> .	<input type="checkbox"/> I am currently experiencing withdrawal symptoms and have recently stopped using alcohol or benzodiazepines <i>(ex: Xanax, Valium, Klonopin, Ativan)</i> .	
<input type="checkbox"/> I have developed new numbness or weakness. <i>(last 24 hrs)</i> .	<input type="checkbox"/> I have had a head trauma and experienced vomiting more than once or have been acting abnormally <i>(past 48 hrs)</i> .	
<input type="checkbox"/> I feel short of breath and have trouble breathing.	<input type="checkbox"/> I have overdosed on substances <i>(last 24 hrs)</i> .	
<input type="checkbox"/> I have a cut or have been cut and wound is open <i>(last 12 hrs)</i> .	<input type="checkbox"/> I have had abdominal pain, nausea or vomiting for 3 days or more	
<input type="checkbox"/> I am actively bleeding <i>(apart from menstrual cycle)</i> .	<input type="checkbox"/> I have had a fever(s). <i>(last 24 hrs)</i>	
<input type="checkbox"/> I have had a seizure in the last 24 hrs and DO NOT have a seizure disorder	<input type="checkbox"/> I have had a cough, stuffy nose, headache or other cold symptoms for 10 days or more.	
<input type="checkbox"/> I have chest pains.	<input type="checkbox"/> I have hurt a muscle or bone <i>(past week)</i> .	
<input type="checkbox"/> I am unable to stop vomiting or keep food down.	<input type="checkbox"/> I am pregnant or think I may be pregnant.	
I Have the Following Diagnosed Medical Conditions <i>(specify):</i> 		
Reason for Visit - What current crisis symptoms have brought you in today <i>(check all that apply):</i>		
<input type="checkbox"/> I have thinking about hurting myself <input type="checkbox"/> I am thinking about hurting others		
<input type="checkbox"/> CHILD: Engaging in behavior that could result in serious injury to myself or another person		
<input type="checkbox"/> feel sad <input type="checkbox"/> get anxious <input type="checkbox"/> angry for no reason <input type="checkbox"/> sleep too much <input type="checkbox"/> not slept for two or more nights <input type="checkbox"/> increased energy/feel I can do anything <input type="checkbox"/> no energy <input type="checkbox"/> jumpy or startle easily <input type="checkbox"/> become restless or fidgety <input type="checkbox"/> I do not like to be around people	<input type="checkbox"/> cry for no reason <input type="checkbox"/> irritable most of the time <input type="checkbox"/> sleep too little <input type="checkbox"/> racing thoughts	<input type="checkbox"/> my drug and/or Alcohol use has increased <input type="checkbox"/> others believe I get out of control when I drink alcohol or use drugs <input type="checkbox"/> use drugs/drink alcohol on regular basis <input type="checkbox"/> can't remember things <input type="checkbox"/> difficulty <input type="checkbox"/> difficulty finishing task focusing <input type="checkbox"/> in trouble a lot at home/school <input type="checkbox"/> often see colored dots <input type="checkbox"/> hear voice/voices <input type="checkbox"/> see/smell/feel things that others don't <input type="checkbox"/> nightmares and/or flashbacks <input type="checkbox"/> re-experiencing or having thoughts about past trauma
<input type="checkbox"/> Other current crisis symptoms <i>(specify):</i> 		
What support would be helpful to you:		
<input type="checkbox"/> Someone to talk to/ Peer Support <input type="checkbox"/> Psychiatric Medication Consult	<input type="checkbox"/> Support Connecting with Current Provider <input type="checkbox"/> Someone to talk to/ Clinical support <input type="checkbox"/> Connection to Alcohol and Drug Services/Supports	<input type="checkbox"/> Link to Community Resources <input type="checkbox"/> Link to Mental Health Services <input type="checkbox"/> Other <i>(specify):</i>

Current Stressors Contributing to Crisis

What current circumstances/ stressors in your life are contributing to your crisis? (check all that apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> recent diagnosis of a medical condition | <input type="checkbox"/> current victim of violence | <input type="checkbox"/> being hurt at home |
| <input type="checkbox"/> medical condition getting worse | <input type="checkbox"/> medication (<i>ran out</i>) | <input type="checkbox"/> medication (<i>making me sick/ not working</i>) |
| <input type="checkbox"/> recent separation/divorce from my significant other | <input type="checkbox"/> school (<i>I am failing</i> | <input type="checkbox"/> school (<i>I feel isolated/alone</i> |
| | <i>classes</i>) | |
| <input type="checkbox"/> recent loss of a pet/my pet died | <input type="checkbox"/> being bullied/feel bullied | |
| <input type="checkbox"/> a friend or loved one passing away/dying | <input type="checkbox"/> feeling different than everyone else is stressful | |
| <input type="checkbox"/> housing concerns (<i>payments/eviction</i>) | <input type="checkbox"/> feeling isolated (<i>from family/friends</i>) | |
| <input type="checkbox"/> homelessness | <input type="checkbox"/> feeling isolated from my faith/spiritual practice | |
| <input type="checkbox"/> couch surfing | <input type="checkbox"/> feeling isolated from a community or social group | |
| <input type="checkbox"/> worrying about becoming homeless | <input type="checkbox"/> having legal problems | |
| <input type="checkbox"/> housemates and I not getting along/fighting | <input type="checkbox"/> not having anything to do | |
| <input type="checkbox"/> parents and I fighting/arguing | <input type="checkbox"/> living with my biological family is hard right now | |
| <input type="checkbox"/> friends and I fighting/arguing | <input type="checkbox"/> living separately from my biological family is hard right now | |
| <input type="checkbox"/> lack of transportation to run basic errands | <input type="checkbox"/> foster care is hard right now | <input type="checkbox"/> being adopted is difficult right now |
| <input type="checkbox"/> lack of access to basic needs for myself or family | <input type="checkbox"/> drug/alcohol use becoming a problem | |
| <input type="checkbox"/> balancing family and work life | <input type="checkbox"/> being worried about my pregnancy | |
| <input type="checkbox"/> a recent job loss | | |
| <input type="checkbox"/> inability to find or get work | | |

☐ Other important stressors not listed above:

Strengths, Supports and Resources (check all that apply):

- | | | |
|--|--|---|
| <input type="checkbox"/> I have family that supports me | <input type="checkbox"/> I like information and learning | <input type="checkbox"/> I like to watch or play sports |
| <input type="checkbox"/> I have a close friend(s) that help me | <input type="checkbox"/> I like to fix things/ put things together | <input type="checkbox"/> I have a faith/spiritual community |
| <input type="checkbox"/> I have a sponsor that supports me | <input type="checkbox"/> I like to watch movies or TV shows | <input type="checkbox"/> I like to create things |
| <input type="checkbox"/> I am involved in a social group | <input type="checkbox"/> I like to exercise | <input type="checkbox"/> I have coping skills/methods that work |
| | <input type="checkbox"/> I like to work | |

☐ Other Strengths, Supports or Resources (specify):

Other Things I Want Staff to Know About My Condition:



Sacramento County Bi-Directional Medi-Cal Transition of Care Request

REFERRING PROVIDER INFORMATION

Sacramento County Mental Health Provider: <input type="checkbox"/> Sacramento County Mental Health Plan			
Managed Care Plan Network Provider: <input type="checkbox"/> Aetna <input type="checkbox"/> Anthem Blue Cross <input type="checkbox"/> Health Net <input type="checkbox"/> Kaiser <input type="checkbox"/> Molina <input type="checkbox"/> United Health Care			
Submitting Agency:		Submitting Program/Clinic:	
Contact Name:		Title/Discipline:	Phone:
Address:	City:	State:	Zip:

CLIENT INFORMATION

Client Name:		Date of Birth:	
<input type="checkbox"/> Client in Agreement with Transition of Care		Gender: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/>	
Address:	City:	Zip:	Phone:
Caregiver/Guardian:		Phone:	
Medi-Cal# (CIN)/SSN:		Race/Ethnicity:	
Behavioral Health Diagnosis: 1)		2)	3)
Documents Included: <input type="checkbox"/> Required Consents/ROIs <input type="checkbox"/> Assessment <input type="checkbox"/> Notes <input type="checkbox"/> H&P <input type="checkbox"/> Other: _____			
Primary Care Provider:			Phone:
Cultural and Linguistic Requests:			
Current Presenting Symptoms/Behaviors:			<input type="checkbox"/> Additional Pages Attached
Behavioral Health History (including Substance Use):			<input type="checkbox"/> Additional Pages Attached
Brief Medical History:			
Current Medications/Dosage:			<input type="checkbox"/> Medication List Attached

SERVICES REQUESTED:

SCREENING OUTCOME

<input type="checkbox"/> Total Score: 0 – 4 = Mild	Managed Care Plan			
<input type="checkbox"/> Total Score: 5 – 8 = Moderate	Managed Care Plan			
<input type="checkbox"/> Aetna Better Health TBD (Contact Aetna Member Services)	<input type="checkbox"/> Anthem Blue Cross Fax: 855-473-7902 bhcmreferrals@anthem.com	<input type="checkbox"/> Health Net/MHN Fax: 855-703-3268 Phone: 800-675-6110	<input type="checkbox"/> Molina Healthcare Fax: 562-499-6105 MHCCaseManagement@Molinahealthcare.com	<input type="checkbox"/> United Healthcare TBD (Contact UnitedHealthcare Member Services)
<input type="checkbox"/> Total Score: 9 – 12 = Severe	Sacramento County Mental Health Plan			

Sacramento County Access

Fax: 916-875-1190 Phone: 916-875-1055 Toll Free: 1-888-881-4881 TTY: 916-874-8070



Sacramento County Adult Medi-Cal Mental Health Screening Tool

Managed Care Plans and Mental Health Plan will follow Medical Necessity Criteria for
Medi-Cal Specialty Mental Health Services described in Title 9 CCR & County Policy

Element	Severe (3)	Moderate (2)	Mild (1)	Score
Risk (suicidal/violent, high risk behavior, criminogenic behavior, impulsivity) * Criminogenic Bx is only marked when directly related to mental health	<input type="checkbox"/> <u>Suicidal/Homicidal Ideation:</u> Recent or current active ideation, intent, or plan <input type="checkbox"/> <u>Danger to Self/Danger to Others:</u> Recent or current attempts or threats w/in past 6 months <input type="checkbox"/> <u>Criminogenic Bx:</u> 1+ arrests w/in past 6 months – violence related arrests <input type="checkbox"/> <u>Impulse Control:</u> Meets 1 of the above & has poor impulse control	<input type="checkbox"/> <u>Suicidal/Homicidal Ideation:</u> Active without intent <input type="checkbox"/> <u>Danger to Self/Danger to Others:</u> No threats or attempts w/in past 6 months <input type="checkbox"/> <u>Criminogenic Bx:</u> No arrests w/in past 6 months <input type="checkbox"/> <u>Impulse Control:</u> Meets 1 of the above & rarely loses control	<input type="checkbox"/> <u>Suicidal/Homicidal Ideation:</u> Passive <input type="checkbox"/> <u>Danger to Self/Danger to Others:</u> None <input type="checkbox"/> <u>Criminogenic Bx:</u> Minimal – No arrests w/in past year <input type="checkbox"/> <u>Impulse Control:</u> Meets one of the above & has good impulse control	
Clinical Complexity (serious & persistent mental illness vs situational/reactive, recovery status, functional impairment, treatment engagement, medication complexity, psychiatric hospitalizations)	<input type="checkbox"/> <u>Depression:</u> Severe (per current DSM) <input type="checkbox"/> <u>Mental Health History:</u> Schizophrenia or other included Dx with recent instability or worsening function. Hx of severe impairment with poor response to Tx <input type="checkbox"/> <u>Psychiatric Hospitalizations:</u> 1+ within past 6 months <input type="checkbox"/> <u>Treatment Engagement:</u> Requires consistent support and prompting to participate in order to maintain in the community <input type="checkbox"/> <u>Psychotropic Medication Stability:</u> Not yet stable to stable for less than 6 months	<input type="checkbox"/> <u>Depression:</u> Moderate (per current DSM) <input type="checkbox"/> <u>Mental Health History:</u> Schizophrenia, major mood, or other included Dx with uncomplicated management or sustained recovery. Hx of severe impairment with effective response to Tx <input type="checkbox"/> <u>Psychiatric Hospitalizations:</u> None within past 6 months <input type="checkbox"/> <u>Treatment Engagement:</u> Intermittent participation and/or uses services in cases of extreme need <input type="checkbox"/> <u>Psychotropic medication Stability:</u> Stable for 6 months	<input type="checkbox"/> <u>Depression:</u> Mild (per current DSM) <input type="checkbox"/> <u>Mental Health History:</u> Adjustment reaction, grief, job loss, marital distress, relationship difficulty No Hx of severe impairment <input type="checkbox"/> <u>Psychiatric Hospitalizations:</u> None within past year <input type="checkbox"/> <u>Treatment Engagement:</u> Active participation <input type="checkbox"/> <u>Psychotropic Medication Stability:</u> Stable for over a year	
Life Circumstances (biopsychosocial assessment, availability of resources, environmental stressors, family/social/faith-based support)	<input type="checkbox"/> <u>Emotional Distress:</u> Persistent as a manifestation of chronic mental health symptoms <input type="checkbox"/> <u>Relationships/Supports:</u> Relies on behavioral health system for resources & support	<input type="checkbox"/> <u>Emotional Distress:</u> Intermittent as a manifestation of a mental health symptoms which is worsened by life stressors <input type="checkbox"/> <u>Relationships/Supports:</u> Limited resources & support	<input type="checkbox"/> <u>Emotional Distress:</u> Arising in the course of normal life stresses <input type="checkbox"/> <u>Relationships/Supports:</u> Adequately resourced & supported	
Co-Occurring (Clients with co-occurring physical, substance, and mental health disorders)	<input type="checkbox"/> <u>Alcohol & Other Drug Use:</u> Current and chronic abuse or dependence <input type="checkbox"/> <u>Medical:</u> Conditions exist which are clearly made worse by a Mental Health Disorder and/or medical condition (s) impair ability to recover from a co-existing Mental Health Disorder	<input type="checkbox"/> <u>Alcohol & Other Drug Use:</u> History of abuse/dependence and/or occasional misuse <input type="checkbox"/> <u>Medical:</u> Conditions exist, which may negatively affect and/or be affected by a Mental Health Disorder	<input type="checkbox"/> <u>Alcohol & Other Drug Use:</u> None to Occasional Misuse <input type="checkbox"/> <u>Medical:</u> Conditions may exist, with no impact on Mental Health Disorder	
TOTAL SCORE:				



Instructions

1. Each evaluation element is defined along a scale of zero to three.
2. Each score in the scale is defined by one or more criteria.
3. Only one of these criteria need be met for a score to be assigned for that element (with the exception of the "Impulse Control" criterion under the "Risk" element, which must include one additional criterion).
4. The evaluator should start in the "Severe" column and select the highest score or rating in which at least one of the criterion is met. For example, if one or more criterion is met, place a score of "3" in the "Score" column. If no criterion is met under the "Severe" column, the evaluator should next review the "Moderate" column and so forth.
5. If no criterion is met under an element, a score of zero should be given for that element.
6. Scores are placed in the far right column and summed under "Total Score."
7. On the Sacramento County Bi-Directional Medi-Cal Transition of Care Request form under the SCREENING OUTCOME, check the box in which the total score falls.
8. If the score indicates a member meets criteria for a transition of care, AND the member is in agreement with a transition of care:
 - a. Complete the Sacramento County Bi-Directional Medi-Cal Transition of Care Request.
 - b. Send the Sacramento County Bi-Directional Medi-Cal Transition of Care Request and the Sacramento County Adult Medi-Cal Mental Health Screening Tool to the indicated Plan along with any relevant collateral documentation.
 - c. Coordinate the transition of care with the receiving provider until able to confirm the member has attended an initial appointment and the receiving provider indicates they have everything they need from the transferring provider.