REQUEST FOR PROPOSALS (RFP) No. MHA/012

Family/Community Focused
Crisis Residential Program
Serving Transition Age Youth/Young Adults

MANDATORY PROPOSERS CONFERENCE
March 21, 2016, 10:00 am – 12:00 pm
Department of Health and Human Services
7001-A East Parkway, Conference Room 1
Sacramento, CA 95823

Proposals will only be accepted from organizations that:
• Meet minimum requirements as stated in this document
• Have representation at the Mandatory Proposers Conference

Review all sections carefully and follow all instructions.

Proposals due no later than 5:00 pm (PST)
April 11, 2016

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

Release Date: March 4, 2016
## RFP Timeline

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<th>Location</th>
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<tr>
<td>March 4, 2016</td>
<td>Request for Proposal (RFP) released to public</td>
<td>DHHS, 7001-A East Parkway Lobby, Sacramento, CA 95823</td>
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<td>March 21, 2016</td>
<td>MANDATORY Proposers Conference</td>
<td>DHHS, 7001-A East Parkway Conference Room 1, Sacramento, CA 95823</td>
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<td>April 11, 2016</td>
<td><strong>PROPOSAL DEADLINE</strong></td>
<td>Julie Leung, Program Planner&lt;br&gt; DHHS/DBHS&lt;br&gt; 7001-A East Parkway, Suite 800&lt;br&gt; Sacramento, CA 95823&lt;br&gt; (916) 875-6472</td>
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<td>April 12, 2016</td>
<td>Open/screen proposals</td>
<td>DHHS, 7001-A East Parkway, Suite 800, Sacramento, CA 95823</td>
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<td>April 13, 2016</td>
<td>Notice of insurance deficiencies emailed</td>
<td>DHHS, 7001-A East Parkway, Sacramento, CA 95823</td>
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<td>April 18, 2016</td>
<td>Financial Screening</td>
<td>DHHS, 7001-A East Parkway, Sacramento, CA 95823</td>
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<td>Final date to submit corrections of all insurance deficiencies</td>
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<td>April 19, 2016</td>
<td>Notice of disqualification mailed or emailed</td>
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<td>May 9 – 12, 2016</td>
<td>Proposer Presentations</td>
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<td>May 18, 2016</td>
<td>Evaluation of written proposals completed</td>
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<td>May 25, 2016</td>
<td>Award recommendation posted and emailed</td>
<td>DHHS, 7001-A East Parkway, Lobby, Sacramento, CA 95823</td>
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<td>June 1, 2016</td>
<td>Final date to submit written protest</td>
<td>DHHS Director&lt;br&gt; 7001-A East Parkway, Ste.1000&lt;br&gt; Sacramento, CA 95823</td>
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<tr>
<td>June 8, 2016</td>
<td>Resolution of protest</td>
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SECTION I. OVERVIEW

A. BACKGROUND

As a result of Senate Bill (SB) 82, known as the Investment in Mental Health Wellness Act of 2013, California has an opportunity to use Mental Health Services Act (MHSA) dollars to expand crisis services statewide that are expected to lead to improved life outcomes for the persons served and improved system outcomes for mental health and its community partners. Among 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 in the MHSA. Improving the client experience, with a focus on recovery and resiliency, in a way that will reduce costs, is the very essence of the MHSA.

Under the terms of the Mental Health Wellness Act of 2013 were two competitive grant opportunities. One grant process, administered by the Mental Health Services Oversight and Accountability Commission (MHSOAC), funded counties to hire triage personnel to provide brief intensive case management, system navigation, and linkage to services for individuals with mental illness or emotional disorders who require crisis interventions. The other grant process, administered by the California Health Facilities Financing Authority (CHFFA), funded mobile crisis support personnel and capital capacity to increase crisis stabilization services and crisis residential treatment.

For the purpose of this request for proposal, in March 2015, Sacramento County submitted a CHFFA grant application requesting capital funding for the purchase and renovation of facilities for the provision of three (3) new contracted fifteen (15) bed crisis residential programs. June 2015, CHFFA approved a full award of $5.7 million to Sacramento County. The CHFFA grant to purchase the facilities provides a long-term commitment to the provision of Crisis Residential services and will result in forty-five (45) additional new beds for a total of seventy-two (72) crisis residential beds in Sacramento County. Sacramento County will fund services of the three (3) crisis residential programs with Mental Health Realignment funding to be leveraged with Medi-Cal.

Each of the three (3) fifteen (15) bed crisis residential programs will have a specific focus/specialty to address gaps in Sacramento County’s crisis response continuum: A) Rapid Turnaround Step-Down Crisis Residential Program; B) Co-Occurring Disorders Crisis Residential Program; and C) Family/Community Focused Crisis Residential Program. To date, both Rapid Turnaround Step-Down Crisis Residential Program and Co-Occurring Disorders Crisis Residential Programs Request for Proposals (RFP) processes have concluded. This RFP is focused on the Family/Community Focused Crisis Residential Program serving Transition Age Youth (TAY), age 18-25, and young adults, age 26-29.

B. PURPOSE

While Sacramento County has crisis services in place, the need for more crisis residential beds in the community has been identified by many system partners and stakeholders including local emergency departments, law enforcement, community based organizations, consumers and family members. Furthermore, in several Sacramento County MHSA community planning processes, the community has identified TAY and young adults that are experiencing mental health needs as an unserved, underserved and inappropriately served population. There are unique service
challenges for TAY and young adults given that children services no longer meet their needs and that they benefit from specific interventions often not available through adult services.

This CHFFA grant award not only provides an opportunity for Sacramento County to expand the crisis continuum but to aid in building an array of mental health services and supports tailored to meet the distinctive needs of TAY and young adults. The Family/Community Focused Crisis Residential Program designed to serve TAY and young adults experiencing a mental health crisis will provide diversion from unnecessary emergency department visits, offer an alternative to psychiatric hospitalization, or provide step-down services from acute care treatment. This program will also embrace wellness and recovery principles and address the specific cultural and linguistic needs of the diverse populations in Sacramento County. DBHS core values will be embedded and addressed in all aspects of service delivery.

**DBHS core values are:** Client and family driven, cultural competency, community collaboration, wellness and recovery focused, and integrated service experience.

The objectives of crisis residential services include:

1. Improving the client experience in achieving wellness and recovery
2. Improving the client and family experience through timely access to crisis intervention Supports and services
3. Reducing unnecessary hospitalizations and inpatient days
4. Reducing recidivism
5. Mitigating unnecessary use of law enforcement and associated expenditures
6. Mitigating unnecessary costs for County, providers, and community

Specific to this request for proposal for the **Family/Community Focused Crisis Residential Program serving Transition Age Youth (TAY) and young adults**, Sacramento County is seeking proposals from non-profit community based organizations. Proposals must be congruent with Sacramento County’s CHFFA grant proposal (See Attachment 5 of this RFP).

**C. SCOPE OF WORK**

1. **Program Description:** The Family/Community Focused Crisis Residential Program serving TAY, age 18-25, and young adults, age 26-29, will focus on community provider referrals and diversion from emergency departments (ED) equally. The program will not only provide step-down services from ED or acute care services, it will also provide access for step-up services from community providers to address a crisis before requiring presentation at an ED. Beginning with an in-depth clinical assessment and development of an individualized service plan, staff will work with TAY/young adult consumers to identify achievable goals including a crisis plan and a Wellness Recovery Action Plan (WRAP). The goal is to receive the referral, interview the client and admit the individual to the crisis residential program within the same day.

This program will work to mitigate the immediate mental health crisis and provide services in ways that recognize the unique needs of TAY/young adults. As reflected by the program name, there will be a focus on building coping skills and engagement of family systems in supporting the client in their recovery from crisis, when indicated in the client treatment plan. The program will also focus on inclusion of natural and extended family systems to achieve and sustain the client’s recovery goals.

One of the program goals is to instill coping skills and reinforce future-oriented strategies that integrate the client back into the community through self-defined recovery. These strategies work
to support family systems, thereby keeping the family together during crisis, and also work to reduce the stigma and self-stigma of mental illness. These expanded family supports will include family support groups and other strategies to engage and encourage natural supports in the recovery process.

In addition, this program will offer expanded support to clients through vocational assessment and employment supports for clients seeking employment and/or involvement in meaningful activities. The program may offer in-house employment and meaningful activity opportunities for current and former clients. Innovative related supports such as the Wheels to Work Program, mobile employment centers, will be offered on-site to motivate participation based on client choice and preference. Treatment modalities may include, but not be limited to: Cognitive Behavioral Therapy; Motivational Interviewing; Focused Case Management; and established wellness and recovery best practices.

This program will also focus on targeted collaboration and linkage/re-connection with outpatient service providers, specifically TAY-focused service providers. This strategy is a critical component to discharge planning and ensuring the client can return to the community with the family and community supports, as well as ongoing mental health treatment, necessary for their recovery.

2. **Individuals Served:** The crisis residential program will offer increased alternatives to psychiatric hospitalization for TAY and young adults experiencing a mental health crisis and meeting the specialty mental health services target population criteria. These criteria include: a) one or more diagnosis covered by Title 9 regulations that govern Medi-Cal mental health services; b) impairment level is a result of the covered mental health diagnosis in an important area of life functioning; c) probability of deterioration without treatment; and d) proposed intervention is tailored to TAY and young adults and is focused on addressing impairment with expectation to diminish impairment or deterioration of functioning. Impairment and conditions require specialty mental health services and would not be responsive to physical health care based treatment.

3. **Program Staffing:** Program staff will be reflective of the cultural, racial, ethnic and linguistic make-up of the County. The following list is representative of core staffing composition for a Crisis Residential program:

   a) Personal Service Coordinators: perform a wide variety of duties based on shift needs including Medi-Cal reimbursable social rehabilitation services with a wellness and recovery focus. These staff will have broad knowledge of co-occurring disorders supports, employment resources, etc.

   b) Peer Wellness Mentors: provide peer support, wellness services and navigation supports within the MHP as well as other health systems and community supports.

   c) Therapist: provides individual, group therapy and crisis intervention and family support.

   d) Registered Nurse: provides medical/medication training for staff, conducts health screenings, develops care plans, provides medication education, and gives injections as prescribed.

   e) Psychiatrist: provides initial psychiatric assessment and evaluation, develops medication plan in conjunction with consumer, prescribes medication and follow-up, and completes relevant physician’s report, and coordinates and follow-up.

   f) Clinical Director: provides clinical oversight for program and ensures adherence to quality standards and best practices.

   g) Assistant Program Director: provides direct supervision for Personal Service Coordinators and manages overall facility operations.
h) Program Director: supervises leadership team, responsible for program budget and billing functions, resolves personnel issues, responds to after-hours crises/staffing needs, and provides coverage during staffing shortages.

i) Administrative Assistant: enters data at the time of admission and discharge, provides insurance verification and retroactive Medi-Cal reimbursement; responds to requests for medical records.

In addition to staff identified above, the programs may include specialized staff and supports relevant to the specific focus of the program.

4. **Key Outcomes and plans for measuring:** Sacramento County collects data and measures outcomes throughout its system of care. The County will work with the successful proposer to develop and implement program evaluation of the crisis residential services.

Data will be used to inform program planning decisions as well as to report progress towards desired outcomes and program effectiveness. Data will be reported on a quarterly and annual basis and will include a presentation of process and outcome data, program analysis of data to determine significance of changes and an evaluation of whether goals, objectives and outcomes have been attained, as well as the effectiveness of funded services.

An improved crisis response system in Sacramento County and an increase in crisis residential beds are the overarching goals. The following lists the elements of the Evaluation Plan for this program:

   a) Reduced average disposition time for visits to emergency rooms of local hospitals
   b) Reduced hospital emergency room and psychiatric inpatient utilization
   c) Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment
   d) Improvements in participation rates by TAY and young adult consumers in outpatient mental health services, and case management services, and more placements by outreach workers
   e) TAY and young adult consumers’ and/or their family members’, when appropriate, satisfaction with the crisis services the consumer received
   f) Number of Crisis Residential Treatment beds added
   g) Whether the Target Population is being served and other individuals who may be being served
   h) The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals.
   i) The percent of TAY/young adults who receive a crisis service who, within 15 days, and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital or jail.

**D. PROPERTY PURCHASE, CONSTRUCTION OR RENOVATION**

Through the County’s awarded CHFFA grant, the successful proposer will purchase real property, and coordinate construction or renovation to house the **Family/Community Focused Crisis Residential Program serving TAY/young adults**.

The successful proposer will:

1. Meet all grant requirements related to property purchase under the direction of Sacramento County and CHFFA.
2. Have the ability to identify an appropriate residential site and purchase property to house and operate a fifteen (15) bed crisis residential program in Sacramento County. This includes property identification, purchase offers, property inspections and close of escrow. This requires that the proposer possess adequate financial resources, or the ability to obtain such resources as required for the performance of the contract. The reimbursement for property purchase and renovation is a financial arrangement between CHFFA and the proposer.

3. Base siting decisions on permitting and zoning requirements and current status, as well as other considerations such as proximity to related services and supports. Consideration should also be given to balance geographic distribution of services with implications and impacts of clustering residential congregate care facilities which could disproportionately burden neighbors and the community. Siting decisions should be based on speed and efficiency to operationalize the program with a goal of expediting program operation while at the same time engaging neighbors and the community in the decision-making process.

4. Determine readiness and feasibility of all necessary construction or renovation, building permits and conditional use permits, compliance with California Environmental Quality Act and prevailing wage law under the Labor code Section 1720 et. seg.

5. Obtain appropriate certifications, use permits and licenses necessary to operate a fifteen (15) bed crisis residential program in the purchased property (such as but not limited to certificates of occupancy, license from Department of Social Service Community Licensing, Department of Health Care Services certification, Medi-Cal Site certification)

6. Submit a detailed work plan including a line item budget and timeline for the property construction or renovation.

E. GOOD NEIGHBOR POLICY

This Program will be sited in neighborhood settings within Sacramento County with the expectation to enhance the wellbeing and quality of life for residents. The siting of the Crisis Residential Program will take into consideration the proximity to the constituent population served, the proximity to related services and supports and any neighborhood revitalization plans and adoption of siting policies of specific municipalities. The Crisis Residential Program must be committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to be a good neighbor and adhere to the Good Neighbor Policy.

F. TOTAL AVAILABLE FUNDS

1. AVAILABLE FUNDING: The budget for property purchase is approximately $1,000,000, construction for renovation is approximately $600,000 and the annual program budget of $1,800,000 for direct service; funding allows for a maximum of 15% for indirect/allocated costs.
2. Service contracts are negotiated and renewed annually.

G. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those agencies that meet all of the following criteria are eligible to submit a proposal in response to this RFP:
1. No collaborations, partnerships or multi-agency proposals will be accepted. Single agency proposals only.
2. Must be represented at the mandatory proposers’ conference for this proposal.
3. Must be a responsive proposer whose bid or proposal complies with all requirements of the RFP.
4. Must possess adequate resources, or the ability to obtain such resources as required during performance of the contract.
5. Must have the ability to comply with the proposed work plans taking into consideration available expertise and any existing business commitments.
6. Must have no record of unsatisfactory performance, lack of integrity, or poor business ethics.
7. Must have three (3) or more years of experience in providing crisis stabilization services and/or crisis residential services to TAY, age 18-25, and/or to young adults, age 26-29, living with a serious mental illness.
   Crisis stabilization service is defined as a service requiring an immediate response for individuals experiencing an acute psychiatric episode or crisis. Crisis stabilization service is a service lasting less than 24 hours by which time stabilization and/or a determination of appropriate level of care is made and appropriate treatment and support linkages are coordinated.
   Crisis residential service is defined as therapeutic or rehabilitative services delivered in a non-institutional residential setting that provides a structured program as an alternative to hospitalization for individuals experiencing an acute psychiatric episode or crisis. The service is available 24 hours a day, seven days a week.
8. Must have an employer/employee relationship with their personnel provided to the County under this RFP. Subcontracting any portion of the work must be approved by the County in writing, in advance.
9. Have ability to obtain Medi-Cal certification
10. Have ability to submit California Department of Social Services, Community Care and licensing application and abide by any applicable state, federal, county laws, statutes and regulations pertinent to the operations of a Crisis Residential Program
11. Have ability to comply to rigorous data collection, reporting, audits with the capability to implement the program based on findings
12. Be a private nonprofit corporation, 501(c)3, willing to enter into a purchase agreement with the County of Sacramento for use of the real property for the Crisis Residential Program
13. Have the ability to purchase a property suitable to operate a fifteen (15) bed Crisis Residential Program in Sacramento County
14. Prior to property purchase, have the ability to collaborate and conduct reasonable outreach to enhance the well-being and quality of life for residents, neighborhoods and communities supported by the Good Neighbor Policy. Capable of engaging, educating and collaborating with behavioral health services, local community and planning advisory councils, and the County Board of Supervisors in the approval process for siting and property development
SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. All proposal narratives must be submitted on standard white paper, 8 ½ inches by 11 inches in size, 3-hole punched, double spaced, with 1 inch margins, using at least 12 point Arial or Times New Roman font, with each page clearly and consecutively numbered, beginning with the RFP cover letter as page 1. Please use a binder clip for each copy of the proposal in the upper left corner, please do not staple. Elaborate artwork, expensive paper, binders and bindings, expensive visual or other presentations are neither necessary nor desired.

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

3. The proposal must be submitted in the legal entity name of the proposer and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the original signature of an individual authorized by the corporation’s board of directors. Signature facsimile stamps will not be accepted.

4. An original proposal with all original signatures, and copies (as required – see Exhibit B, Proposal Package Checklist) of the proposal must be enclosed in a sealed envelope or box bearing the clearly visible name and address of the proposer and plainly marked:

“SEALED BID - PROPOSAL FOR SACRAMENTO COUNTY DHHS, Family/Community Focused Crisis Residential Program Serving TAY/Young Adults, RFP No. MHA/012”

BIDS THAT ARE NOT SEALED WILL NOT BE ACCEPTED.

5. Proposals must be received either by mail or by personal delivery to:

Julie Leung, Program Planner
DHHS/DBHS
7001-A East Parkway, Suite 800, Sacramento, CA 95823

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

7. Faxed or emailed submissions will not be accepted.

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

9. DHHS/DBHS will reject any proposals not meeting ALL RFP requirements.

B. RULES GOVERNING COMPETITIVE PROPOSALS

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

2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.
3. All proposals submitted become property of the County and will not be returned.

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

5. All proposals shall remain confidential until the Sacramento County Board of Supervisors has awarded the contract(s).

C. **RIGHTS OF THE COUNTY**

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

D. **SCREENING CRITERIA**

   Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in this section.

   Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the evaluation panel.

   1. All proposals (from agencies with a representative at the mandatory proposers conference) shall be screened to determine whether they meet the (a) formatting, (b) content, (c) Staffing Detail, Budget Template, and Budget Narrative (Exhibit D) screening requirements (d) financial stability, (e) insurance requirements, (f) criteria as stated in Section I, G. Eligibility to Apply/Minimum Requirements.
a. Format requirements are found on page 11.
b. Proposal Requirements are found on pages 16-17.
c. Staffing Detail, Budget Template, and Budget Narrative (Exhibit D) found on pages 27-30. Budget will be screened to verify that:
   i. Total proposed budget does not exceed total available funds
   ii. Proposed indirect/allocated costs does not exceed 15% of proposed salary, benefits, and operating costs
d. Financial statements will be screened by an Accounting Manager for the demonstration of financial stability.

The following items are included in the analysis of the complete financial statements:
   i. fiscal ratios
   ii. financial stability
   iii. 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 RFP allows for communication between the proposer, the CPA who prepared the financial statement and the Department’s Accounting Manager. This communication includes additional documentation and reports to be provided to the Department’s Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

e. Insurance requirements, found in Exhibit F, 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 PROPOSER’S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL BY THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Proposers will be notified via phone call and/or e-mail regarding any deficiencies in the insurance submission.

f. Eligibility to Apply/Minimum requirements are found in Section I, G. Eligibility to Apply/Minimum Requirements.

2. Failure to furnish all information required in this RFP or to follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification by the date shown in the RFP timeline. A proposer may protest screening disqualification by following the rules found on pages 14-15, “Opportunity to Protest.”

E. RATING PROCESS: GENERAL

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

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

3. Notice of the recommendation(s) for the award(s) will be emailed to all proposers by the date shown in the RFP timeline after a notice of the proposed award(s) has been posted in the DHHS office.

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

<table>
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<tr>
<th>ELEMENT</th>
<th>POINTS POSSIBLE</th>
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<tr>
<td>Proposer Presentation</td>
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<tr>
<td>Proposal Narrative</td>
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<tr>
<td>Start-Up Work plan</td>
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F. OPPORTUNITY TO PROTEST

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

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

   b. Proposals were not evaluated and/or recommendation(s) for award were not made in the following manner:

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

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

   c. The proposer(s) judged best qualified by the Evaluation Committee was recommended to the Director of DHHS for award; and/or

   d. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.

2. The written letter of protest of the proposed award(s) must reference the title of this RFP and be submitted to:

   DHHS Administrative Services Center
   Attn: Director
   7001-A East Parkway, Suite 1000
   Sacramento, CA  95823

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

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

G. COMMENCEMENT OF WORK

1. Contract(s) shall not be executed until after DHHS has obtained Sacramento County Board of Supervisors approval for the contracts.

2. The successful proposer(s) shall be required to sign a Sacramento County contract. The successful proposer(s) must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.

3. The successful proposer(s) 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.

H. CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES

Attachment 1 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 2 is a sample of the County’s additional provisions to the agreement.
SECTION III. PROPOSAL REQUIREMENTS

Proposals must include the following items 1 through 13 in the order specified below: (See referenced exhibits for complete instructions.)

A. EXHIBITS

1. **RFP Cover Letter, Certification of Intent to Meet RFP Requirements**
   Exhibit A. The RFP Cover Letter/Certification of Intent must be completed with original authorized signature and submitted with the proposal. Please type or clearly print directly on Exhibit A. *(The RFP Cover Letter is page 1 of your original proposal and all copies.)*

2. **Proposal Package Checklist**
   Exhibit B. All items included in the proposal package must be submitted in the order listed on the Proposal Package Checklist.

3. **Proposal Narrative and Presentation**
   Exhibit C. The Proposal Narrative must enable an evaluation committee to determine whether the proposal meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete. Also, proposers will be expected to give a presentation to the evaluation committee.

4. **Program siting, community collaboration, and application of Good Neighbor Policy Work plan**
   Exhibit C-1. Template will be provided electronically.

5. **Crisis Residential Program Start-Up Work Plan**
   Exhibit C-2. Template will be provided electronically.

6. **Staffing Detail, Budget Template, and Budget Narrative**
   Exhibit D. Template will be provided electronically.

6. **Assurance of Cultural Competence Compliance**
   Exhibit E.

8. **Insurance Requirements**
   Exhibit F. The successful proposer(s) shall be required to obtain and maintain insurance according to Sacramento County Insurance requirements. Please see “Insurance Requirements” for more detail.

9. **Resolution by the agency’s Board of Directors**
   Exhibit G. Resolutions from the agency’s Board of Directors, allowing submission of the proposal, must be submitted with original signature(s).

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

11. Certification Regarding Debarment and Suspension
Exhibit I. Proposer agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. The proposer must submit Certification with an original signature as part of the proposal.

Exhibit J. Proposer agrees to comply with Quality Management regulations and develop a Policy and Procedure to ensure compliance. The proposer must complete and submit Certification with an original signature as part of the proposal.

13. Independently Audited Financial Statement
Submit your 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) are required. The demonstration of your organization’s financial stability will be evaluated. If the audit is of a parent firm, the parent firm shall be party to the contract.

If the total budget amount of your proposal, plus the total of all your agency’s existing contracts with DHHS is less than $200,000, 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.
RFP COVER LETTER AND CERTIFICATION
OF INTENT TO MEET RFP REQUIREMENTS

TO: Julie Leung, Program Planner

DHHS/DBHS
7001-A EAST PARKWAY #800, SACRAMENTO, CA  95823

SUBJECT:  Family/Community Focused Crisis Residential Program Serving TAY/Young Adults
RFP No. MHA/012

Name of proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of proposer (Street, City, and Zip Code)

Proposer’s federal tax identification number

Proposer’s DUNS number

Contact person (Name, title, phone number, e-mail address)

Name and title of person(s) authorized to sign for agency

Certification

I certify that all statements in my proposal are true. This certification constitutes a warranty, the falsity of
which shall entitle Sacramento County 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 hereof void. I agree to provide
the County with any other information the County determines is necessary for the accurate determination of
the agency’s qualification to provide services.

I certify that the ______________________________(agency’s name) will comply with all
requirements specified in the RFP which are applicable to the services which we wish to provide. I agree to
the right of the county, state, and federal government to audit ______________________________
______________________________ (agency’s name) financial and other records.

________________________________  _______________________
Signature of proposer or Authorized Agent  Date
PROPOSAL PACKAGE CHECKLIST

The proposal checklist must be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete. This checklist MUST accompany the proposal. Include one original proposal with items 1-13 ONLY. Include 14 copies with items 1-5 ONLY.

CHECKBOX ITEMS

Provide an original and 14 copies of Items 1-5 below

☐ 1. RFP Cover Letter and Proposer’s Statement/Intent to Meet RFP Requirements. Page 1 of original proposal and all copies. (see Exhibit A)
☐ 2. Proposal Package Checklist (see Exhibit B)
☐ 3. Proposal Narrative (see Exhibit C)
☐ 4. Program siting, community collaboration, and application of Good Neighbor Policy Work plan (see Exhibit C-1)
☐ 5. Crisis Residential Program Start-Up Work Plan (see Exhibit C-2)

Provide 1 copy of Items 6-13 below

☐ 6. Budget (see Exhibit D)
☐ 7. Assurance of Cultural Competence Compliance (see Exhibit E)
☐ 8. Certificate(s) of Insurance, documenting current coverage (see Exhibit F)
   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
   --OR--
   Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements
☐ 9. Resolution by the agency’s Board of Directors (see Exhibit G)
☐ 10. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support) (See Exhibit H)
☐ 11. Certification Regarding Debarment and Suspension (see Exhibit I)
☐ 12. Statement of Compliance Quality Management and Compliance (see Exhibit J)
☐ 13. Independently Audited Financial Statement (see page 17)

SUBMISSION STANDARDS

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

☐ Original proposal, identified as original
☐ Original signatures on ALL documents in original proposal
☐ Fourteen (14) copies of items 1-5
☐ The original and each copy of proposal is secured/bound with binder clip
☐ Proposal submitted in sealed container
☐ Proposal submitted by 5:00 pm on date shown in RFP timeline
☐ All documents meet format and content requirements
☐ Independently Audited Financial Statement not more than 24 months old
☐ Insurance requirements met
☐ Attended mandatory proposers conference
### A. PROPOSAL NARRATIVE INSTRUCTIONS:

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.

1. State the question prior to providing your answer.
2. Begin a new page with each question. 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.

<table>
<thead>
<tr>
<th>Questions to be answered:</th>
<th>Proposers will be rated on:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Service Description</td>
<td>Clarity and completeness of response; quality and breadth/comprehensiveness of services; understanding of considerations involved in providing clinically appropriate services in the least restrictive manner possible; understanding of considerations involved in providing crisis intervention brief care strategies; understanding of the development and unique service needs of TAY/young adults; understanding and incorporation of DBHS core values in all aspects of services.</td>
</tr>
<tr>
<td>Describe the Family/Community Focused Crisis Residential Program serving TAY/Young Adults services your organization will provide. Description should include the following:</td>
<td>Maximum Pages</td>
</tr>
<tr>
<td>A. How your organization will provide crisis intervention to and address the mental health and psychiatric needs of the residents</td>
<td>12</td>
</tr>
<tr>
<td>B. Treatment/therapeutic approaches that will address the unique needs of TAY/young adults living with a serious mental illness</td>
<td></td>
</tr>
<tr>
<td>C. Education and strategies that will engage family systems and natural supports assisting the TAY/young adults in their recovery for reintegration into the community</td>
<td></td>
</tr>
<tr>
<td>D. How your organization will provide skill attainment experiences to assist the individual in personal recovery and community integration</td>
<td></td>
</tr>
<tr>
<td>E. Supervision required of residents related to mitigating risk to the community, the individual, other residents, and staff</td>
<td></td>
</tr>
</tbody>
</table>
### Questions to be answered:

| F. | How peer leadership and support are utilized throughout all aspects of service delivery |
| G. | How your organization embeds client choice, independence, self-advocacy and community integration into service delivery |
| H. | How your organization will embed the DBHS core values (see page 6) into all crisis residential program services |
| I. | How your organization will provide care coordination with local acute care programs, outpatient providers, community based organizations, natural support systems in delivering seamless level of care and support for residents entering and discharging from services |
| J. | Your organization’s plan for quality improvement through data collection and analysis including outcomes, satisfaction and other mandated reporting |

### II. Staffing

<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; proposed staffing composition and pattern is congruent with Sacramento County’s CHFFA grant proposal and applicable state, federal, county laws, statutes and regulations pertinent to the operations of a Crisis Residential Program; understanding the value of hiring staff with lived experience |</p>
<table>
<thead>
<tr>
<th>Max Pages</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>20</td>
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</table>
## Questions to be answered:

<table>
<thead>
<tr>
<th>Proposers will be rated on:</th>
<th>Maximum Pages</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>experience and that reflect the cultural and ethnic diversity of Sacramento County; understanding of and ability to provide comprehensive resources and supports that promote employee retention.</td>
<td>1</td>
<td>25</td>
</tr>
<tr>
<td>Clarity and completeness of response; quality and relevance of orientation and training plan topics, content, and training methods.</td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>Clarity and completeness of response; relevant experience; quality of plan; congruency of narrative and work plan as it relates to your organization’s plan for program siting and criteria that will be used to select the site; including but not limited to the following:</td>
<td>5</td>
<td>25</td>
</tr>
<tr>
<td>Siting decisions based on proximity to related services and supports, or may be ideal because there are few other residential congregate care facilities in the vicinity so that neighbors and the community do not feel disproportionately burdened.</td>
<td>5</td>
<td>25</td>
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<tr>
<td>Addresses the merits of siting decisions in the context of permitting and zoning requirements and current status. Siting decisions</td>
<td>5</td>
<td>25</td>
</tr>
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</table>

### III. Training plan for staff

Describe your organization’s orientation and training plan for personnel. Include, in detail, all relevant orientation and training topics, content, and training methods.

### IV. Program siting, community collaboration, and application of Good Neighbor Policy

A. Describe your organization’s relevant experience with siting programs and considerations and activities that demonstrate Good Neighbor Policy implementation.

B. Describe how your organization will engage, communicate, educate, and collaborate with neighbors and the community, and adhere to the good neighbor policy as described in the RFP (see Attachment 3).

C. Describe your organization’s plan for program siting and criteria that will be used to select the site. Include advantages and disadvantages of your siting criteria/decisions.

D. In addition, complete Exhibit C-1 work plan.
## PROPOSAL NARRATIVE FOR FAMILY/COMMUNITY FOCUSED CRISIS RESIDENTIAL PROGRAM SERVING TAY/YOUNG ADULTS, RFP NO. MHA/012

<table>
<thead>
<tr>
<th>Questions to be answered:</th>
<th>Proposers will be rated on:</th>
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<tr>
<td></td>
<td>should be based on efficiency to operationalize the program in a timely manner that engages neighbors and the community in the decision-making process.</td>
</tr>
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</table>

| TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE | 31 | 90 |
B. PRESENTATION INSTRUCTIONS

At the date specified in the RFP timeline, your organization will be expected to give a presentation to the evaluation committee.

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.

1. Organizations that submit proposals will be contacted by DHHS to schedule a specific time for their presentation.
2. Each organization will be given 30 minutes to present the program and respond to a vignette.
3. Each organization will present their proposed Crisis Residential Program as they would to a community, such as neighbors, surrounding areas, advisory boards.
4. Organizations presentations will be rated on: Quality of presentation; demonstrates an ability to communicate clearly and effectively; comprehensive understanding of residents service needs utilizing DBHS core values, neighborhood and stakeholder needs and concerns.
5. Organizations response to the vignette will be rated on: Clarity and completeness of response; effective collaboration, understanding of varying communication styles across cultures, ability to manage conflict/differences; quality and relevance of follow-up practices
6. Maximum possible points for presentation and response to vignette: 30 points.
Proposers are required to complete Exhibit C-1. Print a hard copy of the document and include it in your proposal packet. The work plan is a formatted Word document; the work plan will be included in an email to be sent to the Mandatory Proposer’s Conference attendees.

Complete the following Program Siting, Community Collaboration and Application of Good Neighbor Policy Work Plan (see Attachment 3). Identify the financing, property acquisition and renovation of a fifteen (15) bed Crisis Residential facility, that include action steps regarding the siting and public planning process for the development of the Crisis Residential Program. Be specific in what is needed to accomplish the identified tasks throughout the work plan. This work plan complements Proposal Narrative, “IV. Program siting, community collaboration and application of Good Neighbor Policy”. Please refer to Exhibit C, A. IV. for information about how this Work Plan will be rated and scored.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action Steps</th>
<th>Responsibilities</th>
<th>Resources</th>
<th>Timeline By When? (Day/Month)</th>
<th>Potential Barriers</th>
<th>Solution</th>
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<tbody>
<tr>
<td></td>
<td>What will be done</td>
<td>Who will complete the action step?</td>
<td>A. Resources available</td>
<td>B. Resources Needed (financial, human, political &amp; other)</td>
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Crisis Residential Program Start-Up Work Plan

Proposers are required to complete Exhibit C-2. Print a hard copy of the document and include it in your proposal packet. The work plan is a formatted Word document; the work plan will be included in an email to be sent to the Mandatory Proposer’s Conference attendees.

Complete the following Crisis Residential Program Start-Up Work Plan. 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. Proposers will be rated on clarity and completeness of the response; quality, comprehensiveness, organization, and feasibility of the plan; and demonstrates the ability to deliver services within a six month time frame. Maximum possible points for the Crisis Residential Program Start-Up Work Plan: 20 points.

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<th>Step</th>
<th>Action Steps</th>
<th>Responsibilities</th>
<th>Resources</th>
<th>Timeline</th>
<th>Potential Barriers</th>
<th>Solution</th>
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<td>What will be done</td>
<td>Who will complete the action step?</td>
<td>A. Resources available</td>
<td>By When? (Day/Month)</td>
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<td></td>
<td>B. Resources Needed (financial, human, political &amp; other)</td>
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INSTRUCTIONS FOR COMPLETING THE FY16/17 STAFFING DETAIL, BUDGET TEMPLATE, AND BUDGET NARRATIVE

GENERAL INSTRUCTIONS:
1. Proposers are required to complete a budget (Exhibit D) which includes the Staffing Detail, Budget Template, and Budget Narrative. Print hard copies of all documents and include them in your proposal packet. The budget is an Excel spreadsheet; the spreadsheet will be included in an email to be sent to the Mandatory Proposers Conference attendees.
2. Complete ONLY sections shaded in YELLOW.
3. The amounts identified in the Staffing Detail sheet automatically calculate and carry over to the Budget sheet.
4. Round all expenditures to the nearest whole dollar.
5. In the Budget Narrative provide detailed information for each line item in the budget and justification of expenses listed in each major category.

BUDGET SCREENING:
Budget will be screened to verify that:
   i. Total proposed budget does not exceed total available funds
   ii. Proposed indirect/allocated costs does not exceed 15% of proposed salary, benefits, and operating costs
## 2016/17 EXHIBIT D STAFFING DETAIL

### Program Name: 

<table>
<thead>
<tr>
<th>QM Nomenclature</th>
<th>No. of FTEs</th>
<th>Budgeted Compensation per FTE</th>
<th>Budgeted Compensation - County</th>
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**Total Program Service Staff - Employees**: 0.00 $ -

### Contracted Program Service Staff

<table>
<thead>
<tr>
<th>QM Nomenclature</th>
<th>No. of FTEs</th>
<th>Budgeted Compensation per FTE</th>
<th>Budgeted Compensation - County</th>
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<tbody>
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**Total Program Service Staff - Contractors**: 0.00 $ -

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

### ADMINISTRATIVE PERSONNEL COSTS

**% FTE allocated to this program**: 0.00

Allocated Positions: Those Shared With Other Programs. Examples include CEO, Fiscal, Legal, IT and HR staff. INCLUDE benefits and payroll taxes for these positions in the budgeted compensation.

| 0.00% | 0.00 $ | $ - | $ - |
| 0.00% | 0.00 $ | $ - | $ - |
| 0.00% | 0.00 $ | $ - | $ - |
| 0.00% | 0.00 $ | $ - | $ - |

**Total Allocated Positions**: $ -

Administrative Personnel Support (Non-Allocated) Positions. Example: Clerical, Data Entry exclusive to this program.

| 0.00% | 0.00 $ | $ - | $ - |
| 0.00% | 0.00 $ | $ - | $ - |
| 0.00% | 0.00 $ | $ - | $ - |

**Total Admin Support**: 0.00 $ -

**TOTAL ADMINISTRATIVE PERSONNEL COSTS**: $ -
### 2016/17 EXHIBIT D BUDGET

<table>
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<tr>
<th>Program Name:</th>
<th>Expenditure</th>
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<tbody>
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<table>
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<tr>
<th>Contracting Agency:</th>
<th>Expenditure</th>
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<table>
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<th>County Funding</th>
</tr>
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<tbody>
<tr>
<td>2016-17</td>
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</tr>
</tbody>
</table>

### SECTION 1

**1. SALARIES AND EMPLOYEE BENEFITS**

- Program Staff - Employees (from Staffing Detail) $-
- Admin Support - Employees (from Staffing Detail) $-
- Payroll Taxes $-
- Employee Benefits $-
- Program Contracted Staff $-
- TOTAL PROGRAM SERVICES PERSONNEL EXPENSES $-

### SECTION 2

**2. OPERATING EXPENSES**

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

  - Occupancy expenses $-
  - Office expenses $-
  - Travel, transportation and mileage for staff members and volunteers. $-
  - Professional services $-
  - Insurance $-
  - Training and conferences. The training budget should match your training plan $-
  - TOTAL PROGRAM SERVICES OPERATING EXPENSES $-

### SECTION 3

**3. TOTAL PROGRAM SERVICES EXPENSES** $-

### SECTION 4

**4. OVERHEAD AND ALLOCATED COSTS**

- Allocated Positions (from Staffing Detail) $-
- Other allocated expenses. Provide explanation of allocation methodology in budget narrative $-
- Other INDIRECT expenses. Itemize and provide explanation in budget narrative. $-
- TOTAL ALLOCATED COSTS (cannot exceed 15% of total of Section 3) $-

### SECTION 5

**5. HOUSING AND FLEXIBLE SUPPORT**

- Master Lease / Motel Vouchers
- Subsidies
- Specialized Provider or Alcohol/Drug Treatment
- Building Maintenance/Repair
- Utilities
- Pharmacy
- Less Client Rent Income
- TOTAL CLIENT SUPPORT EXPENSES $-

### SECTION 6

**6. TOTAL PROPOSED BUDGET** $-
## 2016/17 EXHIBIT D BUDGET NARRATIVE

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Expenditure Agreement #</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Contracting Agency:</td>
<td>Fiscal Year:</td>
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</tbody>
</table>

### PROGRAM SERVICE PERSONNEL EXPENSES

- b. Payroll Taxes.
- c. Employee Benefits
- d. Program Services Contracted Staff.

### PROGRAM SERVICES OPERATING EXPENSES

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

### ALLOCATED COSTS

- a. Allocated Administrative Salaries
- b. Payroll Taxes and Benefits - Allocated Administrative Salaries
- c. Other allocated expenses. Provide explanation of allocation methodology
- d. Other indirect expenses. Provide explanation in budget narrative

### CLIENT SUPPORT EXPENSES - Mode 60

- a. Motel Vouchers
- b. Taxi Vouchers/Bus Passes
- c. Pharmacy
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE

This document assures compliance 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, the Department of Mental Health (DMH) 2010 Cultural Competence Plan Requirement, the DMH Mental Health Services Act document, entitled “Considerations for Embedding Cultural Competence & Considerations for Culturally Competent Client, Family Member & Community Engagement”, and the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. 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.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement
- Continuous evaluation and quality improvement
- Supporting evidence-based, community-defined, promising and emerging practices that are congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values and help-seeking behaviors.

Collaboration
- Collaborating with cultural and ethnic specific community based programs that focus on health and wellness, mental health and other related issues.
- Resolving barriers to partnerships with other service providers

Access
- Providing new services to unserved, underserved, and inappropriately served children, youth, transition age youth, adults and/or older adults
- Reducing disparities to care as evidenced by improved penetration rates as outlined in Sacramento County Cultural Competence Plan Objectives V-- Increase the penetration rate in underserved populations by 1.5% as measured for race, ethnicity, language, age, and gender
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, children, youth, parent/caregivers of youth with serious emotional disturbance and representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 50%)
- Developing recruitment, hiring, and retention plans that are reflective of the target communities’ ethnic, racial, linguistic and cultural groups including individuals who represent the sexual orientation of youth, and parent/caregivers of children and youth

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Culturally Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, sexual orientation and gender identity.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual and/or alternative formats.
- Develop and promote culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client’s beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved, underserved, and inappropriately served communities.
- Develop strategies to improve the accessibility of services, e.g., evening/weekend hours, etc.

Cultural Competence Definitions and Operating Principles

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; cited in DMH Information Notice No. 02-03)

Cultural Competence is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all the clients benefit from services that address their needs from the foundation of their own culture...strategies for elimination of these disparities must be developed and implemented...Cultural Competence must be supported at all levels of the system...

(California Mental Health Directors Association Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities, page 9, March 10, 2005)

Cultural Competence as an Essential Element for the Elimination of Cultural, Racial, and Ethnic Disparities in Behavioral Health Services

Cultural competence includes language competence and views cultural and language competent programs and services as methods for elimination of racial and ethnic mental health disparities. There is a clear focus on improved quality and effectiveness of services. Culturally competent programs and services are viewed as a way to enhance the ability of the whole system to incorporate the languages and cultures of its clients into the services that provide the most effective outcomes and creates cost effective programs. Identification, development, promulgation, and adoption of culturally competent best practices for care must be an integral part of ongoing culturally competent planning and implementation.

(DMH Mental Health Services Act Community Services and Supports, Page 5, August 1, 2005 Three Year Program and Expenditure Plan Requirements, Fiscal Years 2005-06, 2006-07, 2007-08)

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

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This shall include: hiring staff with the linguistic capabilities needed to meet the diverse
language needs in Sacramento County as outlined in the Sacramento County Cultural Competence Plan Objective I—Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural and linguistic makeup of the county until the proportion of direct service staff equals the proportion of Medi-cal beneficiaries and 200% of poverty population; providing staff with training in cultural competence; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages, sexual orientation, and gender identity 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.

3. Provide an emotional environment that ensures people of all cultures, ages, sexual orientation, and gender identity feel welcome and cared for. This shall include: respect for individual preferences for 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 and needs and is able and willing to respond to them in an appropriate and respectful manner.

4. 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.

5. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competence in providing mental health services.

6. 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 new employees.

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

Your proposal 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 PROPOSAL SCREENING FOR THIS RFP, THE COUNTY FINDS A PROBLEM WITH THE PROPOSERS’ INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY.** Proposers will be notified via phone call and e-mail regarding any deficiencies in the insurance submission.

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

If you receive a formal contract offer at the completion of this RFP 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 proposer who submitted the next highest-rated proposal, or issue a new RFP.

Contact Debra Arias, at (916) 875-1966, for any further information you may require regarding insurance coverage. 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.
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. Copies of required endorsements must be attached to 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, 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 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.

### 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

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.

### 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.
**SAMPLE**

RESOLUTION NO. __________   
BY THE BOARD OF DIRECTORS

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

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

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

AUTHORIZED TO EXECUTE AGREEMENT

TITLE

PRINT NAME

SIGNATURE

AUTHORIZED TO SUBMIT CLAIMS

TITLE

PRINT NAME

SIGNATURE

CERTIFICATION

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

DATE

PRINT NAME

SIGNATURE
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT

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

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

CONTRACTOR hereby certifies that either:

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

If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

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

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

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

CONTRACTOR __________________________ DATE __________________________

Printed Name __________________________
EXHIBIT ____ to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as “COUNTY”, and «CONTRACTORNAME»,
hereinafter referred to as “CONTRACTOR”

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

BY: ___________________________  DATE: ________________
STATEMENT OF COMPLIANCE
QUALITY MANAGEMENT AND COMPLIANCE

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

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

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

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

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

________________________________
DATE

________________________________
PRINT NAME

________________________________
SIGNATURE
COUNTY OF SACRAMENTO

AGREEMENT

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

RECITALS

WHEREAS, ___________________________ [County’s reasons for contracting]

WHEREAS, ______________________________________________________

WHEREAS, ________________________ [Contractor’s reasons for contracting]

WHEREAS, ______________________________________________________

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

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

I.  SCOPE OF SERVICES

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

II.  TERM

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

III. NOTICE

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

TO COUNTY

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

TO CONTRACTOR

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

IV. **COMPLIANCE WITH LAWS**

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

V. **GOVERNING LAWS AND JURISDICTION**

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

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 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 and Human 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. LIMITED ENGLISH PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall:

A. 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.

B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.

D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.

E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.

F. 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.

G. 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.

H. 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 non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.

I. 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.
XLI. **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.

XLII. **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.

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

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

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

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

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

II. LICENSING, CERTIFICATION, AND PERMITS

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

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

III. OPERATION AND ADMINISTRATION

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

B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.

D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:

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

IV. CONFIDENTIALITY

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

1. All 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 DHHS 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 DHHS 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.

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
County of Sacramento
Department of Health of Human 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
County of Sacramento
Department of Health of Human 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 DHHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Deficiencies
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.

I. 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.

G. 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.
Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Provision G:** Establish generalized good neighbor practices for high impact facilities, services and projects that include:
- Provision of adequate parking
- Provision of adequate waiting and visiting areas
- Provision of adequate restroom facilities
- Provision for litter control services
- Provision for removal of graffiti
• Provision for control of loitering and management of crowds
• Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
• Provision for identification of a contact person for complaint resolution
• Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
• Provision to participate in area crime prevention and nuisance abatement efforts.

Provision H: Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

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

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

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

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

Awardee of the Crisis Residential Program Request for Proposal will collaborate with California Health Facilities Financing Authority (CHFFA) and Sacramento County on the approved siting location that is geographically balanced within Sacramento County.
Sacramento County’s CHFFA Grant Proposal

B. Evaluation Criteria Narrative

The Investment in Mental Health Wellness Act offers Sacramento the opportunity to expand critically needed crisis services in Sacramento County. This proposal seeks funding to purchase and renovate/rehabilitate facilities to house three new 15-bed Crisis Residential programs (total of 45 new beds) that would further support the unmet need for crisis response services in this community.

Sacramento County is one of eighteen counties located in the Central (Mental Health) Region of the State of California. Sacramento is considered a large county, especially in comparison with the populations of surrounding counties. It is a geographically diverse community that ranges from an urban, metropolitan area, to surrounding suburbs, to small agricultural communities. The 2012 United States Census Bureau estimated the population of Sacramento County to be approximately 1.45 million. In 2012, 336,514 adult and child Medi-Cal beneficiaries resided in Sacramento. Of those, 21,165 unduplicated individuals received services through the Mental Health Plan (MHP). Sacramento is one of the most diverse communities in California with five threshold languages (Spanish, Russian, Vietnamese, Hmong, and Cantonese) and many more languages spoken throughout the community.

1. Project expands access to and capacity for community based mental health crisis services that offer alternatives to hospitalization and incarceration

a. New or Expanded Services
Sacramento County Division of Behavioral Health Services (DBHS) has one longstanding 12-bed crisis residential program for Medi-Cal and uninsured clients that was implemented in 1991 (see Brochure included as Exhibit A). This program, located in a neighborhood setting and operated by Turning Point Community Programs, has a proven track record demonstrating successful outcomes and a positive impact on hospital recidivism. Some examples of successful outcomes in the existing 12-bed crisis residential program include: 83% consumers reported overall program satisfaction in the 2013 Clients Satisfaction Survey and 78.6% of clients discharged in October 2013 had a higher Milestones of Recovery Scale (MORS) score upon discharge than at admission which is a very positive outcome. While the existing crisis residential program has demonstrated successes, in a community the size of Sacramento with approximately 300 inpatient psychiatric beds, twelve crisis residential beds is simply adequate.

Through a California Health Facilities Financing Authority (CHFFA) Round 2 funding award, the Sacramento County Division of Behavioral Health Services (DBHS) is working with our contracted provider, Turning Point Community Programs (TPCP) on the purchase and renovation of a facility to house a new 15-bed crisis residential program in the northern area of the County. This new 15-bed crisis residential program will expand short-term alternatives to inpatient psychiatric services for persons experiencing acute psychiatric crisis. TPCP is currently in escrow for the purchase of that property and full implementation of this new program is expected in Fall 2015.

This application seeks to further build off the successes of our long standing and highly successful crisis residential program by proposing three new 15-bed crisis residential programs to span the geographic distribution of services in the County. Successful practices with good measureable outcomes are already in place and can be easily replicated in new settings. Crisis residential referrals come from outpatient programs, private psychiatric hospitals, Crestwood Psychiatric Health Facilities (PHFs), Sacramento County Mental
Health Treatment Center (MHTC) and other programs in the community. This level of service need is also identified at emergency rooms and other community-based mental health facilities, including the Geographic Managed Care Plans. These referral sources will continue with the proposed new programming.

Each of these three proposed new 15-bed crisis residential programs will have a specific focus/specialty to address gaps in our crisis response continuum: A) Rapid Turnaround Step-Down Crisis Residential Program; B) Co-Occurring Disorders Crisis Residential Program; and C) Family/Community Focused Crisis Residential Program. Together, these three new proposed programs will significantly expand access to and capacity for crisis response services in Sacramento County as intended by the Investment in Mental Health Wellness Act of 2013.

All of these proposed new crisis residential programs will embrace wellness and recovery principles and address the specific cultural and linguistic needs of the diverse populations in Sacramento County through program planning/design, human resource considerations, policy development, education and training, community involvement and program monitoring and evaluation. All contractors are required to adhere to the comprehensive Sacramento County Mental Health Cultural Competence Plan which includes annual requirements, goals and measures in the following areas: human resources, with focus on culture, race, ethnicity and language capacity; training; penetration/utilization rates by race, ethnicity, language and gender; program retention rates; outcomes; and overall assessment of cultural competence.

**Target Population to be served:** The Sacramento County Mental Health Plan (MHP) is a contractual agreement between the California State Department of Health Care Services and Sacramento County to provide or arrange for the provision of specialty mental health services to Medi-Cal beneficiaries of Sacramento County (grants and other available funding sources are utilized to serve uninsured individuals to the extent resources are available). The proposed new crisis residential programs will offer increased alternatives to psychiatric hospitalization for individuals ages 18-59 experiencing a mental health crisis and meeting the specialty mental health services target population criteria. These criteria include: a) one or more diagnosis covered by Title 9 regulations that govern Medi-Cal mental health services; b) impairment level is a result of the covered mental health diagnosis in an important area of life functioning; c) probability of deterioration without treatment; and d) proposed intervention is focused on addressing impairment with expectation to diminish impairment or deterioration of functioning. Impairment and conditions require specialty mental health services and would not be responsive to physical health care based treatment.

In addition to the focus area in each of the three proposed new crisis residential programs, services will be designed to resolve the immediate crisis and improve the functioning level of the individuals served in order to support them in returning to less intensive, most appropriate, community living as quickly as possible. Services will be designed to be culturally responsive to the needs of the diverse community members seeking treatment.

**b. Community need existing within the current continuum**

**Overview of Current Services:** Sacramento County Division of Behavioral Health Services MHP offers a Continuum of Care for Adults, Older Adults, Transition Age Youth (TAY), Children, and Youth that includes prevention, early intervention, specialty mental health, residential, sub-acute and acute care services. A specialty outpatient mental health provider network and county operated clinics provide a range of outpatient mental health services in addition to a variety of specialized and intensive services. Mental health services are also embedded in other partner systems including Education, Child Protective
ATTACHMENT 5

Services, Probation, Corrections/Jail, Primary Care, Community Health Care Clinics, Alcohol & Drug Services, CalWORKs, and Employment Cooperative (see Adult and Children’s Continuums of Care, Exhibits B and C).

Crisis services within the MHP are intended to assist those most in need. The Sacramento County Mental Health Services Act (MHSA) Innovation (INN) Project has a focus on crisis services and reducing psychiatric hospitalization through provision of planned and crisis mental health respite programs. Since 2013, eleven (11) respite programs have been implemented to provide planned and crisis mental health respite to create alternatives to psychiatric hospitalization. These respite programs are staffed in part with peers, family members and volunteers and are responsive to the cultural and linguistic needs of the diverse communities they serve in the County. Referral sources for the respite programs include hospital systems, law enforcement, self and family referrals, community based providers, mental health providers, and other community and system partners.

The Community Support Team (CST) is a flexible response team staffed by professionals and persons with lived experience that serve children, youth and adults in the community who are experiencing a crisis. CST responds to individuals over the phone and can meet them in the community to provide crisis intervention, crisis planning, information and linkages to needed services as well as community of care and other service systems. Many of the CST referrals come from Sacramento County’s centralized Access Team. When Access receives a call from an individual not yet linked to the mental health system, CST is able to respond quickly to support individuals and families and provide necessary linkage to appropriate services.

Who is not being served: As a result of the recent economic recession in 2009, Sacramento County experienced an erosion of available mental health crisis response services in the community, including closure of the County’s Crisis Stabilization Unit (CSU) and a loss of 50 psychiatric health facility beds at the Mental Health Treatment Center. The CSU provided voluntary and involuntary 24/7 emergency mental health assessment and treatment for all Sacramento County residents.

The loss of these critical crisis response resources severely impacted the community, placing new burdens on system partners, specifically the medical service providers and systems of care and law enforcement. Individuals in crisis and in need of mental health treatment began seeking help at local emergency departments in record numbers. As a result, Emergency Departments (ED) reported being unable to manage the influx of individuals in psychiatric crisis due to a mental illness. Additionally, law enforcement officers and emergency responders were spending large amounts of time waiting with individuals who presented as a danger to self or others in emergency departments, taking officers and other first responders away from being able to maintain other vital community responsibilities. Many community members in need were unable to access crisis services or access immediate help and were being unnecessarily hospitalized and/or incarcerated.

At a July 2009 Sacramento County Board of Supervisors meeting, the Hospital Council of Northern and Central California reported that in June and July 2009, at seven (7) local EDs, 716 patients required 27,209 hours of psychiatric treatment normally dedicated to physical medicine ED visits. Local hospitals since that time anecdotaly report that the number of incidents where patients use the ED for a mental health crisis or because mental health treatment was unavailable has dramatically increased. With increased demands and a scarcity of appropriate community alternatives, patients remain in the EDs for extended periods of time resulting in delays in receiving mental health treatment. Furthermore, law enforcement officers are spending large amounts of time waiting in EDs with individuals who present as a danger to self or others, taking officers away from other vital community responsibilities.
Over the past five years, individuals in crisis and in need of mental health treatment began seeking help at local EDs in record numbers. EDs report being unable to manage the influx of individuals in psychiatric crisis. For the period November 2012 to October 2013, University of California Davis Medical Center (UCDMC) reported an average of 200 mental health ED visits per month with an average of 144 of those visits due to “5150” involuntary holds. Additionally, the average length of stay for a patient brought in under a “5150” hold was 28 hours as compared to a non-hold visit averaging six (6) hours. In 2014 local EDs reported that 1,700 individuals received crisis mental health services each month. Recently one health system reported seeing a seventy-five percent (75%) increase in ED visits for behavioral health crisis. Dignity Health reported seeing nearly 6,000 individuals seeking crisis care at its ED in 2014. They estimate that fifty percent (50%) of these individuals could have been considered for crisis residential treatment services if these programs were available.

In response to the growing and acute needs of the mentally ill population, Sacramento County opened the Intake Stabilization Unit (ISU) in 2011/2012. The ISU provides crisis stabilization services to adults, children and youth who are experiencing a psychiatric crisis. In comparison to the original CSU, where direct access and admission was available, the ISU receives individuals after initial ED entry point for services. The ISU responds to calls on a 24/7 basis from hospital ED staff related to crisis stabilization services. The three proposed crisis residential programs would further expand capacity for crisis stabilization services to better meet the needs of the Sacramento community. Crisis residential programming would work alongside the ISU, thus dramatically increasing community alternatives to EDs. The emphasis of care is shifted to community rather than a path taking clients from ED to psychiatric hospitalizations as a first choice for stabilization.

Weaknesses and building on existing strengths: On March 4, 2015 the Sacramento County Behavioral Health Director, reported to the Sacramento County Mental Health Board (MHB) the Division’s Framework to Rebalance the Mental Health System (Exhibit D). This Framework outlines the plan to rebalance and address the gaps in the continuum of mental health crisis services in the County. The framework brings together three robust stakeholder processes that informed mental health system needs including:

1. The ongoing work of the Mental Health Board that consistently promoted community alternatives for mental health treatment memorialized in the 2011 Ad Hoc Committee Report, titled “Feasibility study of alternatives for individuals with chronic mental illness in Sacramento County.”
2. The MHSA Steering Committee’s ongoing work through the community planning process and workgroups to make MHSA funding recommendations for respite, crisis and treatment programs. Specific support was demonstrated in the Steering Committee’s recommendation to fund the CHFFA Round 2 Crisis Residential Program award operating costs from MHSA funding.
3. The Mental Health Improvement Committee, a coalition of hospitals, ED providers and other key stakeholders that focused their efforts specifically on improving the crisis continuum of care.

These efforts culminated in the Framework which represents months of work to identify system gaps and plan strategically with system partners and related supports to rebalance the mental health system to address gaps in order to improve patient flow/care and reduce unnecessary and inappropriate psychiatric hospitalizations and emergency department visits.

As described in the Framework, the County has met with a coalition led by the four Sacramento hospital systems (Kaiser Permanente, Sutter Health, Dignity Health and University of California Davis) to discuss the continuum of mental health services in the County. These discussions have been focused on expanding service alternatives to hospital emergency care for mental health crises, rebalancing services from an over-usage of inpatient care to a more appropriate multi-tiered menu of outpatient interventions. The goal is to serve mentally ill individuals in more appropriate and effective settings and to reduce
unnecessary costs to hospitals and the County. These discussions are identifying short-term strategies that will shift this balance to garner immediate cost savings that can set the stage for more long-term improvements in the mental health continuum of care. Staff anticipates that these improvements will begin to reduce County costs for inpatient services and allow the County to invest more funding in a variety of innovative community-based crisis services.

The Framework also highlights the MHSA expansion community program planning work over the past nine months. The recommendations that have come from the MHSA Steering Committee include the expansion of moderate and intensive outpatient services with the specific goals of improved care management, expanding service capacity, improving timeliness of response and developing a wider range of outpatient services. This MHSA Plan, upon approval by the Board of Supervisors in April 2015, will complement the hospital-led coalition/County initiative.

On March 24, 2015 the County reported back to the Board of Supervisors (Board) on the plan to rebalance the crisis services continuum (see Exhibit E Board Agenda Item 58). The key elements in the crisis continuum proposed plan were presented to receive the Board’s perspective, feedback and support to continue moving forward.

The Board voted in unanimous support of the following recommendations pertinent to this proposal, recognizing that the three new 15-bed crisis residential programs proposed in this grant application are integral to the success of the rebalancing plan:

1. Ninety day plan to report back to the Board a comprehensive plan to rebalance the mental health crisis service system in Sacramento County toward greater access to appropriate crisis stabilization services that reduces the use of hospital emergency rooms, unnecessary hospitalization, and other inappropriate high-cost services. The plan will address the following:
   - The roles that all sectors of the mental health system – government and private profit and non-profit providers, as well as other advocates and stakeholders – contribute to rebalancing the system toward appropriate, community-based services;
   - Strategies and options that will provide appropriate levels of care, respect the dignity and self-determination of consumers, minimize the role of law enforcement in accessing treatment except to protect public safety, and take optimal advantage of access to funding associated with Medi-Cal expansion;
   - Expanding crisis-related programming to fill current gaps in the continuum, such as crisis residential programs, inpatient treatment in smaller psychiatric hospital settings, and respite programs;
   - Increasing direct access to the County’s crisis stabilization unit (also known as the Intake Stabilization Unit-ISU) for medically-cleared individuals served by mobile crisis teams, navigators placed at key service locations, and existing intensive outpatient treatment providers for direct access and admission as rapidly as possible with critical consideration for efficiency, effectiveness and sustainability; and
   - Providing efficient, effective, and sustainable options for after-crisis residential and outpatient treatment services.

2. Request authorization to apply for up to $5.7 million in SB82 grants to expand the community’s crisis service capacity and identify local funding necessary to operate new facilities if this application is successful. SB82 is also known as the Investment in Mental Health Wellness Act of 2013 and established a new grant program to disburse funds in California counties for the purpose of developing mental health crisis support programs. Sacramento has received $1.4 million in grants to date to fund mobile crisis teams and one crisis residential program, as well as the SB82 award for mental health triage/peer navigators.
As previously stated, the Board of Supervisors voted in unanimous support of the recommendations described above, recognizing that the three new 15-bed crisis residential programs proposed in this grant application are integral to the success of the rebalancing plan. Critical to the Board actions, development of a variety of crisis related programming to fill current gaps in continuum that result in overuse of EDs and high-cost services when more effective and efficient models of care may be equally effective. These include expansion of outpatient capacity, urgent care rapid response mental health program and other alternatives to inappropriate psychiatric hospitalizations or overuse of EDs for mental health needs.

The Mental Health Board voiced support for these actions at the March 24, 2015 Board of Supervisors hearing via a letter to the Board (Exhibit F) and previously in its 2011 Report titled, “Feasibility study of alternatives for individuals with chronic untreated mental illness in Sacramento County.”

As described above, it is recognized there are gaps and unmet need in the current crisis response system. The implementation of the new MHSOAC Triage/Peer Navigator Personnel Grant and Mobile Crisis Support Teams (MCST) and Round 2 Crisis Residential Grants from CHFFA will help to address some of the gaps in the existing crisis response continuum. In 2011, an independent expert review of the Sacramento County mental health system of care noted that the current 12-bed Crisis Residential Program was providing a “valuable service within the full array of mental health services” and was “an excellent example of community-based services, with a wellness and recovery focus.” Reviewers recommended an expansion of crisis residential services because of program effectiveness “at de-escalating a crisis situation and helping consumers return to the community within 30 days.”

Expanding the network of crisis response services will improve access for individuals by linking them to the appropriate levels of care necessary to maintain wellness and recovery. Improved access to services will be accomplished by developing an infrastructure to coordinate the new Triage/Peer Navigators, MCSTs and crisis residential services. The newly funded Triage/Peer Navigator program will strengthen the system’s capacity for providing immediate crisis intervention services to a broader population at times outside of regular business hours and address increased demand. Triage/Peer Navigators, sited at various critical points of access including the main jail, the homeless services campus and seven local EDs will provide linkages to crisis residential services.

Given the size of the county, there remains significant unmet need. The existing 12-bed program serves 177 individuals annually and typically operates at full capacity. The new 15-bed program, funded by the CHFFA Round 2 grant, is anticipated to serve 231 individuals annually. Based on data from current utilization, as well as the design of each of the proposed programs, adding three additional 15-bed crisis residential programs would provide capacity for diversion from unnecessary psychiatric hospitalizations for an additional 787 persons experiencing an acute psychiatric crisis annually. Referrals come from multiple sources that include the MHTC, Crestwood PHFs, DBHS provider network, local EDs, and self-referrals.

There can be between two to fifteen people waiting for crisis residential admission on any given day meeting crisis residential service criteria. In 2014 hospital EDs reported seeing 1,700 individuals seeking crisis mental health services. In 2015 one system reported seeing a seventy-five percent (75%) increase. The need for expansion of these critically needed crisis services is evident. Individuals may be at the ED or in an inpatient bed at psychiatric health facility awaiting discharge. Individuals may also need a step-up to crisis residential from outpatient care for brief periods. Crisis residential can also act as a step-down from inpatient care allowing consumers to return to the community which increases the number of persons who would benefit from expansion of this critical crisis service. With these expanded programs, there will be increased capacity for diversion from EDs thereby avoiding some unnecessary psychiatric
hospitalizations. It is recognized that the proposed programs will not address all of the unmet needs; however, this expansion will have a significant positive impact for the Sacramento community.

There is tremendous community support for this proposal as evidenced by the scope of community discussions and processes described above, as well as the Letters of Support attached to this proposal as Exhibit G. These Letters of Support include letters from the hospital systems (UC Davis, Dignity Health, Kaiser Permanente, Sutter Health), public safety (Sacramento Sheriff’s Department, Sacramento Metropolitan Fire District) and other important medical providers and community partners (Sierra Health Foundation, Sierra Sacramento Valley Medical Society).

c. Project will increase capacity for community based mental health crisis services

The addition of the three proposed new 15-bed programs would significantly increase community-based crisis residential service capacity in Sacramento from 27 beds (including the 15 beds in the pipeline from the Round 2 grant award) to 72 beds for individuals served by the County, which represents a 166% increase. It is estimated that these proposed new programs will provide crisis residential treatment services to an additional 787 individuals annually. This expansion is critically needed for Sacramento, as a community with approximately 318 inpatient psychiatric beds for adults and young adults, twenty-seven crisis residential beds is still simply not enough. These proposed programs will provide critical crisis intervention and stabilization services in the community. The proposed program sites will be specifically designed to be easily accessible by public and private transportation in order to accommodate the needs of consumers and family members. The proposed programs will be modeled after the long-standing successful program which is open 24 hours per day, seven (7) days per week, 365 days per year.

The proposed programs will build on the successful existing practice in place for notifying community partners and other referral sources when openings occur. With the addition of a three new programs and additional staffing, crisis residential staff will be better able to reach out to local hospitals, community partners, and law enforcement. The existing crisis residential program facilitates regular meetings with hospital, conservators, key supports and agency personnel to promote effective communication and provide information sessions to community-based organizations and consumer groups to encourage appropriate use of services. The proposed programs would join in these regular meetings, establishing important relationships with community partners and consumers to build on this successful practice and ensure that services are utilized to the fullest extent. Priority will be given to coordinating care and preventing inappropriate and unnecessary hospitalizations.

d. Project Will Expand and Improve Timely Access to Community Based Mental Health Crisis Services

The services offered at the three proposed new 15-bed crisis residential programs will be modeled after the successful and long-standing existing 12-bed crisis residential program operated by Turning Point Community Programs. Services will be available twenty-four hours a day, seven days a week. Services are voluntary and provided in a supportive environment that encourages wellness, resiliency and recovery. Services will include core crisis residential treatment services, such as: assessment; crisis intervention; individual and group counseling, peer support; family support (when indicated in the client treatment plan) and linkage and referral to related community supports. These programs will be sited in neighborhood settings. While the services will be designed to resolve the immediate crisis, they will also focus on improving the functioning and coping skills of the individuals served so that they can return to the least restrictive, most independent setting in as short of time as possible.

Each of these three proposed new 15-bed crisis residential programs will have a specific focus/specialty to address gaps in our crisis response continuum and improve patient flow.
The **Rapid Turnaround Step-Down Crisis Residential Program** is a short-term program model that will focus on diversion from EDs. Beginning with an in-depth clinical assessment and development of an individualized service plan, staff will work with consumers to identify achievable goals including a crisis plan and a Wellness Recovery Action Plan (WRAP). The goal for this program is to receive the referral, interview the client while in the ED and admit the individual to the crisis residential program within the same day. This Rapid Turnaround Step Down program focuses on individuals with a crisis presenting at EDs where intensive intervention can resolve the crisis within two weeks.

As reflected by the title, this program will provide short-term services and supports to mitigate the immediate mental health crisis in a supportive environment with a primary focus on linked clients. Treatment modalities may include, but not be limited to: Cognitive Behavioral Therapy; Motivational Interviewing; and Focused Case Management.

The average length of stay will be approximately two weeks with specific focus on linkage to and coordination with identified support systems, such as linked outpatient service providers and family and community supports, as key to successful discharge planning. Staff will work with clients to reinforce and/or re-establish identified supports and facilitate linkage to community based services, as appropriate.

The **Co-Occurring Disorders Crisis Residential Program** will also focus on diversion from EDs with an emphasis on individuals experiencing an immediate mental health crisis who have a co-occurring substance use disorder. While primary focus will be diversion from EDs, there will also be some capacity for community provider referrals to prevent inappropriate and unnecessary psychiatric hospitalizations or ED visits.

Beginning with an in-depth clinical assessment, medical clearance and development of an individualized service plan, staff will work with consumers to identify achievable goals including a crisis plan and a Wellness Recovery Action Plan (WRAP). The goal is to receive the referral, interview the client and admit the individual to the crisis residential program within the same day.

Individuals with severe mental illness frequently struggle to address substance abuse in traditional substance abuse programs due to challenges tolerating group treatment modalities often used in these programs. This crisis residential program will individualize treatment based on mental health assessment and type of individual supports needed to address substance abuse issues.

In this program, both the mental health and substance use disorders will be treated concurrently with individualized treatment strategies. Treatment modalities and supports will be individualized and may include, but not be limited to: Cognitive Behavioral Therapy; Alcoholics Anonymous; Choice Therapy; Motivational Interviewing; Substance Abuse Management Module and Focused Case Management. Staff will work to stabilize the mental health crisis and when indicated, provide linkage to the Alcohol and Drug Services system of care or co-occurring mental health programming to facilitate transition to on-going substance use disorder treatment services.

The **Family/Community Focused Crisis Residential Program** will focus on community provider referrals and diversion from EDs equally. The program will also provide access for step-up from community providers
to address a crisis before requiring presentation at an ED. Beginning with an in-depth clinical assessment and
development of an individualized service plan, staff will work with consumers to identify achievable goals
including a crisis plan and a Wellness Recovery Action Plan (WRAP). Like the other proposed programs, the
goal is to receive the referral, interview the client and admit the individual to the crisis residential program
within the same day.

This program will work to mitigate the immediate mental health crisis. As reflected by the program name,
there will be a focus on building coping skills and engagement of family systems in supporting the client in
their recovery from crisis, when indicated in the client treatment plan. The program will also focus on
inclusion of natural and extended family systems to achieve and sustain the client’s recovery goals.

One of the program goals is to instill coping skills and reinforce future-oriented strategies that integrate the
client back into the community through self-defined recovery. These strategies work to support family
systems, thereby keeping the family together during crisis, and also work to reduce the stigma and self-stigma
of mental illness. These expanded family supports will include family support groups and other strategies to
engage and encourage natural supports in the recovery process.

In addition, this program will offer expanded support to clients through vocational assessment and
employment supports for clients seeking employment and/or involvement in meaningful activities. The
program may offer in-house employment and meaningful activity opportunities for current and former
clients. Innovative related supports such as the Wheels to Work Program, mobile employment centers, will be
offered on-site to motivate participation based on client choice and preference. Treatment modalities may
include, but not be limited to: Cognitive Behavioral Therapy; Motivational Interviewing; and Focused Case
Management.

This program will also focus on targeted collaboration and linkage/re-connection with outpatient service
providers. This strategy is a critical component to discharge planning and ensuring the client can return to the
community with the family and community supports, as well as ongoing mental health treatment, necessary
for their recovery.

DBHS will work closely with contracted programs, Advisory Boards/Committees, local hospital EDs, system
partners, consumer and family member advocacy groups and community-based organizations to ensure that
consumers and family members are made aware of these expanded crisis residential treatment programs.
DBHS will include program information on the webpage and provide information at provider meetings and
public forums.

Crisis residential program staff will engage in concerted outreach efforts in the community to provide
program information. Outreach will focus on agencies, consumers and family members, system partners and
related supports and consumer and family-led groups to increase awareness and referrals for these expanded
crisis residential treatment services.

Cultural competency will continue to be an integral component to all services included in the Sacramento
County MHP. DBHS firmly holds the value that effective treatment and service delivery is maximized when
there is cultural understanding. In providing culturally and linguistically responsive care, expectations and
objectives that promote cultural competency will be part of service delivery, case discussions and
consultations. Cultural competency and linguistic proficiency will be reflected in individual and family contacts, literature, public communications; clinical assessment will include cultural formulations; program assessment and evaluation will include assessment of cultural and linguistic competence; assessments of human resources will include measures of cultural competency and linguistic proficiency; procedural access to interpretation services will be reviewed with all staff; and cultural competency trainings will continue to be required for staff. All programs will be required to adhere to the Sacramento County Behavioral Health Cultural Competence Plan and Annual Cultural Competence Plan goals and objectives.

e. Project will be qualitatively different than crisis services delivered in institutional settings

These three proposed new 15-bed crisis residential programs will be sited in neighborhood settings spanning the geographic distribution of services in Sacramento County. The programs will embrace a warm and welcoming home-like environment designed to engage clients in services, in contrast to large institutional settings.

Proposed staffing: Program staff will be reflective of the cultural, racial, ethnic and linguistic make-up of the County. The following core staffing also contrasts to institutional staffing ratios that do not focus on building community coping skills and will be included in all three proposed programs:

- Personal Service Coordinators: perform a wide variety of duties based on shift needs including billable social rehabilitation services with a wellness and recovery focus. These staff will have broad knowledge of co-occurring disorders supports, employment resources, etc.
- Peer Wellness Mentors: provide peer support, wellness services and navigation supports within the MHP as well as other health systems and community supports.
- Therapist: provides individual, group therapy and crisis intervention and family support.
- Registered Nurse: provides medical/medication training for staff, conducts health screenings, develops care plans, provides medication education, and gives injections as prescribed.
- Psychiatrist: provides initial psychiatric assessments, develops medication plan in conjunction with consumer, prescribes medication and follow-up, and completes relevant physician’s reports.
- Clinical Director: provides clinical oversight for program and ensures adherence to quality standards and best practices.
- Assistant Program Director: provides direct supervision for Personal Service Coordinators and manages overall facility operations.
- Program Director: supervises leadership team, responsible for program budget and billing functions, resolves personnel issues, responds to after-hours crises/staffing needs, and provides coverage during staffing shortages.
- Administrative Assistant: enters data at the time of admission and discharge, provides insurance verification and retroactive Medi-Cal reimbursement; responds to requests for medical records.

In addition to staff identified above, the programs may include specialized staff and supports relevant to the specific focus of the program. For example, the Co-Occurring Program may include Certified Substance Use Disorder Counselors and the Family/Community Focused Program will include both Family Mentors and resources to support employment and involvement in meaningful activities.

f. Public and private funding sources to complete the Project and leverage funding

As detailed in Form-5 “Source and Uses Form,” grant funds will solely support the purchase and renovation of the new Crisis Residential facilities, as well as the purchase of necessary furnishings, equipment and information technology hardware and software.

The use of a variety of local funding anchors the sustainability of this proposal. The Sacramento County Board of Supervisors, at their meeting on March 24, 2015, committed to identifying the local funding required for the program operating costs at these proposed crisis residential programs (see Exhibit E
Board Agenda Item 58). In the Round 2 award, Mental Health Services Act (MHSA) funding was approved by the local planning process and was leveraged for funds for the Crisis Residential Program. In this Round 3 proposal, local funding streams include Mental Health Realignment Growth and County General Fund, as well as any available Substance Abuse and Mental Health Services Administration (SAMHSA) Community Mental Health Services Block Grant (MHBG) funding. The SAMHSA Block Grant is on a federal funding cycle; therefore, plan changes and adjustments are submitted with annual re-application when allocations are received in October each year. A portion of the operating costs for this award will be included in the renewal application for the MHBG award, as appropriate within the block grant parameters. Each of the identified funding streams will be reevaluated after June 2015 budget hearings to ensure that operating costs for this grant will be fully allocated. SAMHSA funding will specifically be considered for services to co-occurring, uninsured and/or underinsured individuals needing this level of service.

The Board of Supervisors and County Executive have included these considerations as part of the Fiscal Year 2015-16 budget process that is currently underway. Continued dialogue with the provider community is taking place to support this grant as evidenced in the support letters (attached as Exhibit G) by a variety of partners invested in the proposed programs that are so critical to our crisis response system and client flow through the broad continuum of appropriate service levels. Over a multi-year period, other initiatives that reduce inpatient bed costs are expected to result in reinvestment strategies that will support the sustainability of these programs.

The estimated operating cost for each proposed Crisis Residential Program is $2 million annually. The estimated federal reimbursement through Medi-Cal is $.25 million and local funding is estimated at $1.75 million. The federal funds are estimated based on the assumption of expanding access to appropriate care regardless of insurance/benefit status of beneficiaries. It is likely that the case mix will fluctuate and budget calculations will reflect these changes. For example, individuals may be uninsured for a variety of reasons but still need this level of service. Therefore these programs will serve uninsured or underinsured individuals and individuals awaiting benefits but needing crisis services who may not be eligible for federal match. While aggressive benefits acquisition strategies are in place, the calculation for costs in this budget considers these factors. Individuals may present with a combination of substance use and mental health clinical presentation at initial admission. However, once a full evaluation is completed, substance use may be the primary driver for service thus making them ineligible for the mental health funding reimbursement. The above-listed variables are among the reasons for the conservative calculation for federal reimbursement.

The program operating costs will be funded by a combination of: grant funding for up to three months of start-up costs, braided with local funding streams as identified above. The local funds will be used to match and leverage federal Medi-Cal reimbursement.

2. Application demonstrates a clear plan for a continuum of care before, during, and after crisis mental health intervention or treatment and for collaboration and integration with other health systems, social services, and law enforcement.

a. Project fits in with the continuum of care as it presently exists in the community. Identify shortcomings within the continuum; supply any available data that may expand on or further identify the shortcomings.

This proposal will enhance the existing DBHS mental health system of care by expanding and strengthening the crisis response component that includes an expanded immediate treatment alternative. In Fiscal Year 2013-14, DBHS provided services to 27,402 individuals across the age span. Of those, 15,538 were adults and young adults age 18 and older. There are 318 adult inpatient psychiatric hospital beds in Sacramento County and only 12 crisis residential beds (with an additional 15 beds in the pipeline resulting from the
CHFFA Round 2 grant award). MHSA and awarded SB82-funded programming has extended partnerships with Probation, Child Welfare, older adult serving agencies and Hospital Systems. As this data demonstrates, there is a significant unmet need for crisis response capacity in the County.

In the current system, consumers utilize community-based outpatient services for mental health care and medication support. They establish trusting relationships with their providers and develop Wellness Recovery Action Plans and/or safety/crisis intervention plans. Providers make it known to their clients how to reach out in a crisis, typically by calling the MHP afterhours line (which is available 24/7), accessing afterhours support through their high-intensity outpatient program providers, utilizing the County’s suicide prevention hotline, Consumer-Operated Warm Line or calling 911 for emergency help. Additionally, eight suicide prevention programs tailored to the specific needs of cultural, racial and ethnic communities work collaboratively to provide culturally and linguistically appropriate services designed to reduce isolation and decrease the risk of suicide. Since 2013, eleven new programs designed to provide planned and crisis mental health respite services for individuals experiencing or at risk of a mental health crisis have been implemented with publicized contact information on the DBHS webpage as well as each of the provider websites and the administrative entity (Sierra Health Foundation) website. If or when a different kind of crisis support is needed, other kinds of intensive services within the mental health continuum, including hospitalization may be an option.

For individuals experiencing a mental health crisis, crisis residential is an important option. The proposed programs speak to three different approaches to crisis needs. These proposed programs will provide short term alternatives to ED visits, inappropriate or unnecessary hospitalizations and also offer a step down from inpatient care when additional support and stabilization is needed. Step up needs from existing services are also considered to prevent inappropriate ED visits. Services are designed for individuals that can be appropriately served in a community setting. Based on the existing outpatient services continuum data, individuals utilizing crisis residential services are found to be more likely to engage in follow-up care. The addition of Mobile Crisis Support Teams (MCSTs) coupled with the addition of Triage/Peer Navigators will enhance and strengthen the continuum in a much needed way. These new programs will work collaboratively to coordinate crisis response services and will be woven throughout the existing system of care to help fill a critical gap.

Another shortcoming in the existing crisis response continuum is a lack of time-sensitive coordination among hospitals, service providers and community-based programs. The addition of MCSTs and expanded crisis residential beds, coupled with the addition of Triage/Peer Navigators, will address this lack of timely coordination and help to bridge the gap between ongoing service and crisis service coordination. The DBHS goal is to build a system where coordinated warm handoffs to appropriate levels of care will reduce inappropriate or unnecessary usage of EDs as sole crisis care entry points.

The continuum has been built out in the areas of prevention and treatment but gaps exist in crisis residential programming, more accessibility to crisis stabilization units and 16-bed psychiatric health facilities. This proposal is seeking to address the gap in crisis residential programming while other local program and funding strategies are seeking to address the other identified areas of need.

*Mental Health Services Oversight and Accountability Commission Triage Personnel Grant Award:* DBHS was awarded a grant by the MHSOAC in response to the Triage Personnel grant opportunity. Eighteen Triage and Peer Navigators will be sited at the Main Jail 24/7, local EDs, homeless services campus, and the ISU beginning in early summer 2015. Services the Triage/Peer Navigators will provide include: recovery-focused crisis intervention, brief therapeutic interventions, peer support, case management services, coordination of placement services, service plan development and discharge planning. These proposed new crisis residential programs will receive appropriate referrals from the Triage/Peer Navigators in coordination...
with the County Access Team. These new programs along with existing service providers will work together to expand the overall crisis response capacity of our system.

b. **Relationships with Related Supports**

These proposed programs will embrace wellness and recovery principles as it relates to the diverse communities in Sacramento County. All staff will be trained in strength based and culturally competent recovery focused concepts and how to use these approaches and strategies when working with individuals from diverse communities experiencing a mental health crisis.

With new and expanded crisis services, a monthly collaborative partner meeting will be established. This forum will provide opportunities for service providers to coordinate resources, identify and break down barriers to care, develop quick response tips for system navigators, share information and learn new ways to leverage service opportunities. New partnerships will emerge through these working team meetings and the inclusion of community-based programs will expand expertise in serving the diverse Sacramento community.

In addition, it is expected that with implementation of MCST services, participating law enforcement partners will provide consultation on an as needed basis to other law enforcement agencies throughout the county, thereby further expanding this crisis response capacity and avoiding unnecessary hospitalization and incarceration.

3. **Key outcomes and plans for measuring**

Sacramento County DBHS collects data and measures outcomes throughout its system of care and has an established Research, Evaluation, and Performance Outcomes unit (REPO) that works with contracted and county operated mental health programs to develop and implement program evaluation. The REPO unit will work with County and Contracted staff assigned to this grant to develop and implement an evaluation plan for this grant. DBHS REPO will work with contracted agencies and other partners in this grant to develop forms and/or processes to collect the necessary data to evaluate the strategies, services and outcomes related to this proposal. Baseline data will be collected and appropriate targets will be set for each indicator/measure in the evaluation plan.

Data will be used to inform program planning decisions as well as to report progress towards desired outcomes and program effectiveness. Data will be reported on a quarterly and annual basis and will be shared with county administrators, stakeholders, grant partners and grant administrators. Annual reports will include a presentation of process and outcome data, statistical analysis of data to determine significance of changes and an evaluation of whether goals, objectives and outcomes have been attained, as well as the effectiveness of funded services.

Data for reporting and analysis will come from multiple data sources. Data from developed forms will be submitted by contracted agencies to DBHS REPO unit at least monthly. Protocol for a satisfaction survey distribution and reporting will be developed during the competitive selection process. REPO staff will be responsible for entering data that will not go into Avatar, Sacramento County’s Electronic Health Record (EHR), into a custom database for analysis. REPO staff will work directly with the contracted agencies and grant partners to ensure data is collected and submitted timely. The crisis residential contracted providers will be responsible for entering service and billing data into Avatar. Data from Avatar will also be used to report on outcomes related to services provided (i.e. engagement in outpatient services, inpatient hospitalizations, crisis stabilization) by the Sacramento County MHP to individuals receiving MCST and crisis residential services. DBHS will work with law enforcement partners to collect data involving time spent responding to mental health crisis calls, contacts, custodies and/or transports and will work with hospital partners to collect data on ED disposition time and mental health ED visits.
DBHS will assign a unique identifying number to each individual served so that an unduplicated count of persons served can be reported. Information on the individual’s age, race, ethnicity, gender, primary language and/or associated populations (i.e., LGBTQ, Veteran, Refugee, Foster Youth, etc.) will be collected. Information on each contact made by MCST and Crisis Residential personnel will also be collected. For each contact the following will be documented: (1) Demographic information (2) type of crisis service provided (3) contact method (i.e. in person, by phone or by tele-health); (4) contact location; (5) referrals made and (6) disposition following MCST and Crisis Residential services (i.e., individual was returned to the community, individual required further crisis intervention, emergency room services, inpatient hospitalization, etc.).

An improved crisis response system in Sacramento County and an increase in crisis residential beds are the overarching goals. Attached to this grant is a detailed matrix that outlines the Draft Evaluation Plan for this grant (Exhibit H). If awarded, the matrix will be finalized with grant partners and contract agency input and feedback. The following is a summary of the matrix:

i. **Reduced average disposition time for visits to emergency rooms of local hospitals**: DBHS will collect baseline data from hospital partners at the beginning of this grant to establish average disposition times related to mental health ED visits. DBHS will work with hospital partners to continue to collect average disposition time for mental health ED visits on a quarterly basis. One year after grant implementation (and annually thereafter) the DBHS REPO unit will analyze and report on any change in ED disposition time from baseline to annual measurement.

ii. **Reduced hospital emergency room and psychiatric inpatient utilization**: Baseline data on all individuals served in this grant will be obtained by grant staff. ED and psychiatric inpatient utilization will be tracked for each individual served in this grant. ED utilization will be tracked by grant staff using data collection forms developed for this grant. Psychiatric inpatient utilization is tracked in the County’s Electronic Health Record system, known as Avatar, and all individuals served in this grant will be cross referenced to check and record psychiatric inpatient utilization. Data will be reported on quarterly and analyzed on an annual basis to measure differences from baseline to subsequent data reporting periods.

iii. **Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment**: This will be measured in a number of ways. DBHS has established relationships with law enforcement partners through the planning and implementation of the MCSTs. The number of hours spent by law enforcement personnel related to individuals experiencing mental health crisis will be reported to DBHS and will be reviewed prior to and at ongoing points throughout the program implementation to ensure that the proposed program is resulting in reduced law enforcement involvement and thereby resulting in cost savings to these valued partners.

iv. **Improvements in participation rates by consumers in outpatient mental health services, and case management services, and more placements by outreach workers**: The number of MCST and Crisis Residential individuals linked and engaged in Sacramento County MHP outpatient programs will be captured at baseline and at ongoing points throughout program implementation. Individuals will be cross referenced to Avatar to determine if they are currently receiving services, returning to outpatient services (no service in Avatar for more than a year) or brand new to the outpatient system (never received outpatient services in Sacramento County). DBHS will work to ensure that appropriate linkages and outpatient services are provided to participants in MCST and Crisis Residential programs.

v. **Consumers’ and/or their family members’, when appropriate, satisfaction with the crisis services the consumer received**: DBHS REPO will work with partners and contract agencies to develop a satisfaction survey to obtain feedback from individuals that receive crisis services under this grant funding. The protocol and distribution processes for the survey will be determined with grant partners and contracted agencies.
vi. **Number of Crisis Residential Treatment beds added:** The number of Crisis Residential beds added by the contracted providers for this grant will be tracked and reported. Personnel hired for Crisis Residential will be identified by type (e.g. Licensed Professional of the Healing Arts, Peer Specialist). DBHS is committed to hiring well trained and culturally and linguistically competent staff that includes bilingual and bicultural individuals and persons with shared lived experience and expects the same of contracted providers. For this reason, DBHS will also collect information on the race, ethnicity and language of all county and contracted staff assigned to this project. Staffing levels will be monitored quarterly by county contract monitors to ensure appropriate staffing and diversity of staff continues.

vii. **Whether the Target Population is being served and other individuals who may be being served:** Data collection forms will include the collection of data to assist in determining whether target population is being served and other individuals who may have been served (i.e. diagnosis, individual living with a mental illness, individual suffering from a mental illness or individual displaying behaviors consistent with suffering from a mental illness.). For individuals receiving crisis residential services, a diagnosis will be recorded in Avatar. REPO will report on this data quarterly and annually.

viii. **The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals.** The value of the program will be determined in a number of ways: (1) Number of individuals diverted from psychiatric inpatient hospitalization multiplied by the average cost per visit for inpatient care in the year equals inpatient cost savings; (2) Difference between number of law enforcement hours prior to program implementation and number of law enforcement house after grant implementation multiplied by officer salary equals law enforcement savings; (3) Cost of crisis residential beds subtracted by the cost of inpatient hospitalization equals inpatient/county savings; (4) Measurement of savings to local hospitals will be determined with hospital partners.

ix. **The percent of individuals who receive a crisis service who, within 15 days, and within 30 days, return for crisis services at a hospital emergency department, psychiatric hospital or jail.** Recidivism to ED, inpatient psychiatric hospitals and jails will be tracked on all individuals who receive services under this grant. Data collection forms will collect ED and jail recidivism data and psychiatric hospital recidivism will be recorded in Avatar. REPO will report recidivism data in quarterly and annual reports.

4. **Project is feasible, sustainable, and ready or will be feasible, sustainable and ready within six months of the Final Allocation.**

*Provide a Project timeline:* The Project timeline is attached as Exhibit I. Beginning with CHFFA final allocation, the following project key milestones and activities will occur:

- **Months 1 - 5:** During these five months, the identification and acquisition of the three properties for the three proposed 15-bed crisis residential programs will occur. This includes property identification, purchase offers, property inspections and close of escrow.
- **Months 6 – 7:** The planning and permitting of these three sites will occur during this timeframe. This includes architecture and engineering plan check and approvals.
- **Months 8 – 12:** Construction is slated for this time period. This includes any necessary structural work, finishing work, final inspections and corrections; as well as issuance of certificates of occupancy.

*Status of use permits, licensure and/or other approval processes:* The proposed Crisis Residential programs will be licensed by the Department of Social Services Community Care Licensing (CCL). The programs will also be certified by the Department of Health Care Services (DHCS) for the treatment component of the programs. These processes will happen concurrently with the CCL certification preceding the completion of Medi-Cal site certification by DBHS and then submitted to DHCS, in accordance with current requirements.
Staffing status and projected date services will begin: The contracted provider(s) will begin recruiting staff simultaneous to the construction process in order to streamline these processes with a goal of program implementation and services to clients beginning no later than 15 months of CHFFA final allocation. Every effort will be made to expedite each step of the process to operationalize these critical programs.

Processes that may affect the timeline to start providing services, such as site identification and acquisition, contracting, local use permit process, licensure and certification, and CEQA approval process: Sacramento County has already begun work to identify potential crisis residential facilities available in the current real estate market. These potential sites will be shared with the contracted provider partners to aid in their search to identify properties for purchase. Partnerships with local affordable housing developers and the DBHS housing consultant will help to identify additional sites if necessary. Sacramento County is committed to the successful implementation of these proposed crisis residential programs, as evidenced by this collaborative approach to program implementation.

In Sacramento County, the majority (90%) of behavioral health services are delivered by contracted providers. The Quality Management (QM) Unit within DBHS has an established Policy and Procedure that guides the Medi-Cal site certification process (see Exhibit J). QM staff have extensive experience with this process and work collaboratively with providers to streamline the site certification where possible to provide timely certification and expedite program implementation. While we do not anticipate any challenges, there are external approvals required, such as fire clearance, which may impact this process. Providers and QM staff have historically resolved any challenges arising in this process through collaborative efforts and strong relationships in the community.

DBHS has a long-standing successful 12-bed crisis residential program, which is operated by Turning Point Community Programs and is working collaboratively with this provider to implement the CHFFA Round 2 grant award for a new 15-bed crisis residential program. DBHS will work closely with the successful contracted provider(s) to support the licensure and certification processes, drawing on these programs as models. DBHS has established relationships with the California Department of Social Services, Community Care Licensing, as well as the Department of Health Care Services. DBHS and the successful contracted provider(s) will work closely with these licensing agencies to help to mitigate any potential delays. No challenges are anticipated with licensing and certifying these three new proposed programs.

CEQA Attachment D will be completed within six (6) months of award.

Potential challenges and how those challenges will be mitigated: One potential challenge that is likely to arise in locating the proposed crisis residential programs in residential neighborhoods is NIMBY (Not In My Back Yard). Sacramento County has a long history of working with mental health contract agencies delivering services in the community and is acutely aware of concerns that potential neighbors raise when faced with the idea of a mental health program being sited in their neighborhood. With approximately 90% of services delivered through contracted agencies, the Behavioral Health Division ensures that contract provisions relating to Good Neighbor Policy are regularly reviewed and enforced. Any new programs or program moves require a public noticing and active community/neighborhood process.

In response to changing needs in Sacramento County and community concerns about siting issues, a community-wide needs assessment was conducted in early 2000 to determine current and future need for social service facilities. Multiple factors were considered including demographics, population projections, current and projected utilization rates and transportation considerations. A number of recommendations to better serve all residents of Sacramento County were generated as a result of this concerted effort. The recommendations included the following: promote the decentralization of county services where feasible as a means to improve accessibility in service delivery; promote colocation of services for the convenience, ease
of case access, effectiveness and efficiency of services for consumers; and promote exploration of innovative ways to increase accessibility to services.

The needs assessment resulted in a comprehensive countywide plan for siting human service facilities including social services, health and mental health that was crafted with long-range planning in mind. This plan guides siting of all social service programs in Sacramento County and provides policies, guidelines and practices to address siting concerns and challenges. This plan informed the development of the Sacramento County Good Neighbor Policy.

DBHS requires all contracted providers to abide by the Sacramento County Good Neighbor Policy which addresses the following: adequate parking for staff and service population; adequate waiting and visiting areas; adequate restroom facilities located inside the facility; implementation of litter control services; removal of graffiti within 72-hours; provision for control of loitering and management of crowds; maintenance of facility grounds; and participation in area crime prevention and nuisance abatement efforts. In addition, this policy requires providers to: establish an on-going relationship with surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which the contractor site is located; and identify a named representative responsible to any complaints related to policy compliance.

DBHS is committed to working with the contracted providers to develop a plan to help alleviate neighbor concerns and ensure the support of local elected officials and communities for each of the three proposed programs. Strategies to address these areas of local concern are underway in various forums. At the Board of Supervisors March 24 hearings, various community members including a consumer of services as well as a mental health patient rights advocate (in their role on the Sacramento County Human Services Coordinating Council), spoke in support of this type of programming. This testimony highlighted the need for strategies that continue to support individuals in their communities upon discharge from inpatient psychiatric care. In addition, the faith-based Area Congregations Together (ACT) offered their efforts to support advocating and educating the community. ACT spoke to its support for well managed community based programs serving as assets to the entire community when services are community-based and accessible to those in need. The Mental Health Improvement Coalition (MHIC) is also developing a sub-committee to develop strategies to address siting challenges. The County through its Community Development Department and Behavioral Health Services are also working collaboratively in this area to address siting, use permits and neighborhood concerns appropriately.

FEASIBILITY

b. Provide a project budget, including “Summary of Funding Requested”, “County Grant Amounts Worksheet” and “Sources and Uses”

As detailed in Form-5 “Source and Uses Form,” grant funds will solely support the purchase and renovation of the new crisis residential facilities, as well as the purchase of necessary furnishings, equipment and information technology hardware and software.

The project line item below was developed with consultation from the DBHS housing consultant:
Purchase/Real Property Acquisition: The cost per square foot is estimated at $166.67 for acquisition which is within current Sacramento market range of $160 - $220 per square foot. The estimated bedroom size is 8; preliminary research indicates that at least two properties may become for sale that would meet project requirements. These properties range from $160 per square foot to $220 per square foot, reflecting a variety of factors including location and property improvement needs. The proposed acquisition price is a reasonable estimate of likely cost.

Construction or renovation: Renovations would include energy efficient major systems, lighting, appliances, highly durable flooring and surface materials, new paint, and kitchen upgrades. Cost-efficiencies over the life of the property will be considered when selecting materials. Construction management will be a partnership with a local non-profit affordable housing developer, since the physical property purchase process and construction is nearly identical to that industry’s core work; the partnership is expected to assist with meeting project timelines and controlling costs. DBHS has deep collaborative partnerships with the non-profit developer community in Sacramento, including eleven existing properties, some of which are small shared housing projects of similar size and complexity to the proposed crisis residential programs.

Furnishings or equipment: Furnishings and equipment purchases will prioritize safety, durability, and fit with the program purposes. Maximizing the life of the project through high quality and reasonably priced furniture will help ensure that project costs are contained and the project has a warm and welcoming environment. The provider(s), in consultation with the experienced non-profit housing developer partner, will select commercial grade equipment and furniture that is built to last and creates an environment conducive to recovery.

Information technology hardware and software: Information technology hardware and software will be identified and purchased to meet the specifications required to meet DBHS contract expectations related to accessing the Avatar electronic health record system.

Start-up costs: The proposed start-up budget would ideally be calculated at $1,500,000 in start-up costs ($500,000 per proposed program x 3 programs = $1,500,000) based on three months of the following estimated program expenses: salaries and benefits; operating costs; furniture, labs and pharmacy costs; and allocated/indirect costs. for each of the three proposed programs. This line item has been reduced to $650,583 based on the limited remaining capital funding available for request.

SUSTAINABILITY

c. Program operating budget that details annual operating costs

As described previously, the ongoing annual costs for these proposed Crisis Residential programs will be funded by up to $1.75 million in local funding, SAMHSA Block Grant and Medi-Cal reimbursement for a total annual program cost of $2 million per program. As required, Sacramento County will certify the public expenditures in order to claim Medi-Cal reimbursement for qualified services/activities.

These projected program operating expenses are based on DBHSs twenty-four years of experience monitoring a successful contracted 12-bed crisis residential program. These projections take into account the 15-bed proposed program designs and are based on, but not limited to, the following assumptions: minimum staffing ratio of 1:1.6 per crisis residential licensing requirement; salaries and benefits represent approximately 73% of program costs; operating costs (client food, utilities, insurance, office supplies, etc) represent approximately 12% of program costs; furniture, labs and pharmacy costs represent approximately 5% of program costs; and allocated/Indirect costs represent approximately 10% of program costs.
Specific program costs for each of the three proposed new 15-bed crisis residential programs will be negotiated with the successful contracted provider(s) as part of the competitive bid and resulting contract negotiations process.

As detailed in Form-5 “Source and Uses Form,” grant funds will solely support the purchase and renovation of the new Crisis Residential facilities, as well as the purchase of necessary furnishings, equipment and information technology hardware and software.

The use of a variety of local funding anchors the sustainability of this proposal. The Sacramento County Board of Supervisors, at their meeting on March 24, 2015, committed to identifying the local funding required for the program operating costs at these proposed crisis residential programs (see Exhibit E Board Agenda Item 58). In the Round 2 award, Mental Health Services Act (MHSA) funding was approved by the local planning process and was leveraged for funds for the Crisis Residential Program. In this Round 3 proposal, local funding streams include Mental Health Realignment Growth and County General Fund, as well as any available Substance Abuse and Mental Health Services Administration (SAMHSA) Community Mental Health Services Block Grant (MHBG) funding. The SAMHSA Block Grant is on a federal funding cycle; therefore, plan changes and adjustments are submitted with annual re-application when allocations are received in October each year. A portion of the operating costs for this award will be included in the renewal application for the MHBG award, as appropriate within the block grant parameters. Each of the identified funding streams will be reevaluated after June 2015 budget hearings to ensure that operating costs for this grant will be fully allocated. SAMHSA funding will specifically be considered for services to co-occurring, uninsured and/or underinsured individuals needing this level of service.

The Board of Supervisors and County Executive have included these considerations as part of the Fiscal Year 2015-16 budget process that is currently underway. Continued dialogue with the provider community is taking place to support this grant as evidenced in the support letters (see attached Exhibit G) by a variety of partners invested in the proposed programs that are so critical to our crisis response system and client flow through the broad continuum of appropriate service levels. Over a multi-year period, other initiatives that reduce inpatient bed costs are expected to result in reinvestment saving strategies that will support the sustainability of these programs.

The estimated operating cost for each proposed Crisis Residential Program is $2 million annually. The estimated federal reimbursement through Medi-Cal is $.25 million and local funding is estimated at $1.75 million. The federal funds are estimated based on the assumption of expanding access to appropriate care regardless of insurance/benefit status of beneficiaries. It is likely that the case mix will fluctuate and budget calculations will reflect these changes. For example, individuals may be uninsured for a variety of reasons but still need this level of service. Therefore these programs will serve uninsured or underinsured individuals and individuals awaiting benefits but needing crisis services who may not be eligible for federal match. While aggressive benefits acquisition strategies are in place, the calculation for costs in this budget considers these factors. Individuals may with a combination of substance use and mental health clinical presentation at initial admission. However, once a full evaluation is completed, substance use may be the primary driver for service thus making them ineligible for the mental health funding reimbursement. The above-listed variables are among the reasons for the conservative calculation for federal reimbursement.

The program operating costs will be funded by a combination of: grant funding for up to 3 months of start-up costs, braided with local funding streams as identified above. The local funds will be used to match and leverage federal Medi-Cal reimbursement.
DBHS will establish a separate cost center with separate order numbers in our accounting system related to these Crisis Residential Programs to track the program expenditures. Grant funding will only be used to fund expenditures approved by CHFFA.

d. **Assessing financial capacity and/or creditworthiness of Lead Grantee:**
Sacramento County credit ratings are provided in Exhibits K, L and M. The three most recent Audited Financial Statements are provided on the attached CD, per instruction in CHFFA Frequently Asked Questions.

e. **Identify service provider or describe the plan for identifying service provider**
*If service provider has not been identified, provide description of process, criteria for selection and timeline for identification:* The service provider(s) for the three proposed new 15-bed crisis residential programs have not been identified. Sacramento County DBHS will release a competitive bidding process in May 2015 to select the up to three contracted service providers for the proposed programs in anticipation of CHFFA grant award.

This competitive process may include, but not be limited to the following selection criteria: capacity and willingness to partner with DBHS on implementation of CHFFA grant award, including the purchase and renovation of facility/facilities to house 15-bed crisis residential programming; Medi-Cal certification in good standing; capacity and willingness to provide crisis residential treatment services in purchased and renovated facility/facilities; minimum years of experience providing high intensity mental health services to individuals with severe mental illness; minimum years of experience providing residential-based mental health treatment services to individuals with severe mental illness; capacity and willingness to comply with rigorous data collection, reporting, audits, and adjustments to the program based on findings; and minimum years of experience providing mental health treatment services in Sacramento County.

DBHS will emphasize in the competitive bidding instrument that prospective providers, if currently licensed, must be in good standing with the California Department of Social Services in order to meet the minimum qualifications for contract award.

Respondents will have up to thirty (30) calendar days to submit their application for consideration. A review team will have up to fourteen (14) calendar days to review and score responses and make a recommendation to the DBHS Deputy Director for up to three contract awards. DBHS will then seek contracting authority from the Sacramento County Board of Supervisors.

f. **Details to support the certainty of Medi-Cal certification of Crisis Residential Treatment Programs and of state licensure for Crisis Residential Programs**
As previously stated, the three proposed new 15-bed crisis residential programs will be modeled after the existing longstanding and successful 12-bed program. DBHS will work collaboratively with the selected provider(s) to ensure the program settings and design are conducive to successful Medi-Cal certification and state licensure processes.

As previously stated, the majority (90%) of behavioral health services are contracted out in Sacramento County. The Quality Management (QM) Unit within DBHS has an established Policy and Procedure that guides the Medi-Cal site certification process (see Exhibit J). QM staff have extensive experience with this process and work collaboratively with providers to streamline the site certification where possible. We do not anticipate any challenges with the Medi-Cal certification process for these three proposed programs.

DBHS has a long-standing successful 12-bed crisis residential program, which is operated by Turning Point Community Programs and is working collaboratively with this provider to implement the CHFFA Round 2 grant award for a new 15-bed crisis residential program. DBHS will work closely with the successful
contracted provider(s) to support the licensure and certification processes, drawing on these programs as models. DBHS has established relationships with the California Department of Social Services, Community Care Licensing, as well as the Department of Health Care Services. DBHS and the successful contracted provider(s) will work closely with these licensing agencies to help to mitigate any potential delays. No challenges are anticipated with licensing and certifying these three new proposed programs.

Structured day and evening services will be available seven days a week. The program will use the residential environment to assist consumers in the acquisition, testing, or refinement of community living and interpersonal skills. Services will include individual and group counseling, crisis intervention, planned activities that encourage socialization, pre-vocational and vocational counseling, consumer advocacy, and linkages to related supports and resources that are available after leaving the program. Family members will be included in counseling and plan development.