



SAN MATEO COUNTY HEALTH

BEHAVIORAL HEALTH & RECOVERY SERVICES

2000 Alameda de las Pulgas
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San Mateo, CA 94403
smchealth.org

NOTICE OF REQUEST FOR PROPOSALS OPPORTUNITY

Dear Prospective Proposer:

The Behavioral Health and Recovery Services Division of the San Mateo County Health Department is soliciting proposals from qualified and interested providers for Children, Youth (C/Y) and Transition Age Youth (TAY) Full-Service Partnership (FSP) Wraparound programs. FSP Wraparound programs provide San Mateo County clients who have a Serious Emotional Disturbance (SED) with wraparound supports to achieve independence, stability and wellness within the context of their cultures, communities, and family/caregiver units, and to remain living in their respective communities.

<https://www.publicpurchase.com/>

If you are unable to download a copy of the RFP, you may request that a copy be sent directly to you via email using the following address: brjohnson@smcgov.org.

All interested parties are invited to attend the non-mandatory Proposers' Conference to be held on Thursday September 15, 2022 from 11:00 a.m. – 1:00 p.m. PST. RSVP to brjohnson@smcgov.org no later than September 9, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. You may also join the Microsoft Teams Meeting using the following dial-in number:

+1 628-212-0105, 151 317 52#
United States, San Francisco
Phone Conference ID: 151 317 52#

The deadline for submitting a proposal is 4:00 P.M. PST on October 14, 2022.

Sincerely,

Brad Johnson

Brad Johnson, Contract Manager
Behavioral Health and Recovery Services
Email: brjohnson@smcgov.org





County of San Mateo

Request for Proposals (RFP) for

**Children, Youth and Transition-Age Youth Full Service
Partnership Wraparound Services**

RFP No. 2022-003

Date issued:	August 23, 2022
Questions due:	September 9, 2022
Pre-Proposal conference:	September 15, 2022, 11:00 a.m.
Proposal due:	October 14, 2022, 4:00 p.m.

RFP Contact: Brad Johnson, Contracts Manager
BrJohnson@smcgov.org

Request for Proposals No. 2022-003 for Children, Youth and Transition Age Youth Full Service Partnership Wraparound Services

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- Appendix A - Minimum Qualifications Checklist
- Appendix B – Budget Worksheet
- Appendix C – MHSA Annual FSP Reporting Form
- Appendix D – Referral Flow Chart
- Appendix E – Step Down Guidelines

ENCLOSURES

- Enclosure 1 - Standard Terms and Conditions, Sample Agreement
- Enclosure 2 - Standard Agreement Administrative Requirements
- Enclosure 3 - Living Wage Ordinance
- Enclosure 4 - HIPAA Requirements
- Enclosure 5 - NOT USED
- Enclosure 6 - NOT USED
- Enclosure 7 - Fingerprinting certification if applicable
- Enclosure 8 - Chapters 2.84 and 2.85 if applicable
- Enclosure 9 - NOT USED
- Enclosure 10 – Attachment I – 504 Compliance

I. Introduction and Schedule

A. GENERAL

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education, and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare, and natural resources of the community.

The County Health, Behavioral Health and Recovery Services (BHRS) department provides services for residents who are on Medi-Cal or are uninsured including children, youth, families, adults and older adults, for the prevention, early intervention, and treatment of mental illness and/or substance use conditions. BHRS is committed to supporting treatment of the whole person to achieve wellness and recovery, and promoting the physical and behavioral health of individuals, families and communities we serve.

BHRS is soliciting proposals from qualified and interested providers for Children, Youth (C/Y) and Transition Age Youth (TAY) Full-Service Partnership (FSP) Wraparound programs. FSP Wraparound programs provide San Mateo County clients who have a Serious Emotional Disturbance (SED) with wraparound supports to achieve independence, stability and wellness within the context of their cultures, communities, and family/caregiver units, and to remain living in their respective communities.

BHRS is issuing Request for Proposal (RFP) No. 2022-003 for Children, Youth and Transition-Age Youth Full Service Partnership Wraparound Services.

FSP Wraparound services are funded by the California Mental Health Services Act (MHSA). Selected FSP Wraparound provider(s) will work with BHRS staff to implement these services in accordance with MHSA requirements.

B. SCHEDULE

**Dates are subject to change*

RFP Released	August 23, 2022
Deadline for Questions, Comments and Exceptions	September 9, 2022
Proposers Conference	September 15, 2022, 11:00am – 1:00pm PST RSVP to brjohnson@smcgov.org no later than September 9, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. Or call in (audio only) +1 628-212-0105 , 15131752# United States, San Francisco Phone Conference ID: 151 317 52#
Release date for Final Questions & Answers	September 21, 2022
Proposal Due Date and Time	October 14, 2022, 4:00pm PST
Evaluation of Proposals*	October 24, 2022
Interviews (if necessary)*	TBD
Notification of Funded Proposals*	October 31, 2022
Protest Deadline*	November 7, 2022
Submission to County Board for approval*	TBD
Service Start Date*	TBD

II. Scope of Work

A. INTRODUCTION

The San Mateo County Health, Behavioral Health & Recovery Services youth-focused Full Service Partnership (FSP) Wraparound (Wraparound) offers three types of programs as described further in this Scope of Work section of the RFP: 1) comprehensive FSP Wraparound services provided to children, youth and their families; 2) comprehensive FSP Wraparound services provided to transition-age youth (TAY) and their families; and 3) integrated FSP Wraparound services provided to children, youth and transition-age youth within the BHRS outpatient, Therapeutic Day School and the regional behavioral health clinics.

The purpose of these FSP Wraparound programs is to assist each enrolled client/enrollees and their families to achieve independence, stability, and wellness within the context of their cultures, communities, and family/caregiver units, and to remain living in their respective communities. FSP Wraparound services will be based on clients' individual needs and goals, with a commitment to do "whatever it takes" to help them progress toward recovery, health, and well-being. FSP Wraparound provider(s) will work with San Mateo County ("County") Behavioral Health and Recovery Services ("BHRS") staff to implement these services in accordance with requirements of the California Mental Health Services Act (MHSA) requirements.

1. Values and Principles

- a. Wraparound: the FSP Wraparound programs will reflect the core values of Wraparound, including recognition of the family's cultural values as a strength of the family. Family will be defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client. The provision of Wraparound services will be in accordance with the Best Practices Standards as developed by the California Department of Social Services. (See Links Below)
<https://www.cdss.ca.gov/inforesources/cdss-programs/foster-care/wraparound>
<https://humanservices.ucdavis.edu/wraparound-services>
- b. Whole Person Care: the FSP Wraparound programs will embody a whole person care model of treatment, as opposed to a medical model. Whole person means that health and wellness are not limited to behavioral and/or physical health but rather based on the well-being of the whole person, including all areas that contribute to wellness, such as emotional, financial, social, spiritual, and occupational health. Whole person care also means including clients in a partnership role with their treatment and care in deciding the best ways to achieve and maintain their well-being.
- c. Integrated Mental Health and Substance Use Treatment: the FSP Wraparound programs will ensure that mental health and substance use treatment are integrated to meet the needs of C/Y and TAY and their families. Youth substance use needs to be identified and addressed as soon as possible and appropriate treatment and/or referrals provided that utilize harm reduction techniques and are tailored to the youth's unique needs, addressing the whole person, and engaging families and the community when appropriate.

- d. Trauma-Informed; all six key principles of a trauma-informed approach will be incorporated into all FSP Wraparound services for youth and their families; safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues. There exist long-standing effects of internalized oppression handed down the generations detrimentally impacting communities of color.
- e. Recovery-Oriented: FSP Wraparound programs will engage in shared decision-making, offering a range of services and supports to fully meet a person's goals and needs. It recognizes that each person is unique and has the right to determine a path toward behavioral health and wellbeing. Recovery principles, including hope, dignity, self-determination, and responsibility, should be adapted to the realities of youth and their phase of development and includes the involvement of family members.
- f. Cultural Responsiveness: the FSP Wraparound programs will implement culturally responsive approaches in their delivery of services to reduce stigma associated with seeking behavioral health services, develop protective factors and improve behavioral health and quality of life outcomes of diverse clients. There is a significant amount of research that supports cultural and linguistic matching for improved behavioral health outcomes and research that suggests that a stronger an individual's cultural/ethnic identity, the higher their resilience and the more likely it is that they experience positive life outcomes.
- g. Youth & Family Peer Supports: TAY clients are provided self-help and peer support opportunities. Clients and their families are actively recruited for staff positions to incorporate the client perspective throughout the agency. Efforts will be made to develop specific positions for persons with lived experience.
- h. Family Engagement: Services will integrate client's family members or other supportive people into treatment whenever possible via client consent. clients will be given ongoing opportunities to choose what family members or other supportive people, if any, they would like to be involved.
- i. Empowerment and Organizational Decision-Making: clients and their family members will be empowered to have an active role in making decisions about program operations through an advisory board or similar structure. Substantive changes in program structure and service operations will be communicated back to clients via the governing board or other communication method.

2. Program Goals

- a. Stabilize high-risk children, youth and transition-age youth and their families, who have a Serious Emotional Disturbance (SED) and provide them with the treatment, services, or resources they need to stay at home, recover from mental illness and remove barriers that prevent them from achieving healthy levels of functioning and their individual wellness and recovery goals.
- b. Provide individualized and comprehensive services reflecting demonstrated partnership with families and Wraparound values and principles.
- c. Utilize best practices, and culturally responsive and alternative models of care to offer greater benefits to clients, increasing the likelihood that they will experience positive outcomes.

- d. Maximize use of community resources as opposed to costly crisis, emergency, and institutional care.

3. Priority Client Outcomes

- a. Decreased out-of-home placements
- b. Increased permanent stable housing, placements, and family-based settings
- c. Reduced justice/juvenile justice involvement
- d. Engagement in workforce, education and/or training (TAY Only)
- e. Increased school attendance, engagement, and performance (C/Y Only)
- f. Reduced utilization of psychiatric facilities
- g. Increased social connectedness, social supports, and family resources
- h. Improved quality of life

B. LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for two (2) years, with the term tentatively to begin January 1, 2023 and end June 30, 2025. In addition, the County will have one (1) option to extend the term for a period of two (2) years each, which the County may exercise in its sole, absolute discretion, program evaluation, availability of funding, and division approval.

C. FUNDING

Below is an example of total funding allocation of \$6,370,489 for 125 FSP Wraparound client slots across 3 FSP Wraparound Teams. It should serve as a baseline and example for the distribution of funding across the teams.

Proposers should submit a budget that will meet the needs for the services to be provided as determined by the proposing agency.

Example:

A fiscal year, (FY) 2022-23 budget of \$6,370,489 will fund a total of 125 FSP Wraparound client slots across 3 FSP Wraparound Teams (35-45 clients per team), as described in Paragraph F.6. of this RFP. More than one agency may be selected to provide these services. The amount of funding awarded to each agency will be based on the number of FSP Wraparound Teams successfully proposed. as follows:

FSP Wraparound Team	Children/Youth Integrated	Children/Youth Comprehensive	Transition-Age Youth Comprehensive
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Client Slots	35	45	45
Funding Available	\$1,761,506	\$2,205,398	\$2,403,585

The total cost includes direct and indirect costs associated with the FSP Wraparound services. The maximum percentage allowed for indirect costs is 15%.

There will be an additional annual Flexible Funding total pool of \$3,000 per FSP Wraparound client available for FSP Wraparound provider(s) to draw down as needed for additional support services as described in Paragraph D.20. of this RFP. This is a separate funding amount that will be made available to awarded FSP Wraparound programs for client needs.

Funding for subsequent years is contingent upon funding availability, program evaluation, and division approval.

D. POPULATION TO BE SERVED

Eligibility for FSP Wraparound services is described below. Special consideration should be directed towards historically underserved populations including but not limited to Asian-American, Native Hawaiian and Pacific Islander, Latinx and African American populations. Both Medi-Cal and non-Medi-Cal eligible clients will be offered the opportunity to participate.

1. Target Populations

- a. Children, youth (C/Y) and transition-age youth (TAY) who have a Serious Emotional Disturbance (SED) and may not have responded well to traditional outpatient behavioral health and psychiatric rehabilitation services or may or may not have utilized these services while incurring high costs related to acute psychiatric hospitalization or long-term care.
- b. SED and dually diagnosed C/Y, and their families, who are at risk of out-of-home placement or returning from residential placement, with juvenile justice or child welfare involvement.
- c. SED and dually diagnosed homeless C/Y and TAY exiting school based, IEP driven services.
- d. Newly identified TAY who are experiencing a “first break” and have been recently diagnosed with a psychotic disorder.
 - i. This target population may or may not have had prior involvement with the mental health, juvenile justice and/or child welfare systems.
- e. Youth enrolled in SB163, which are considered as being in a placement equivalent to FSP Wraparound program services.
- f. An integrated FSP Wraparound approach, in collaboration with BHRS, will target SED C/Y and TAY clients who are:
 - i. Enrolled in, or at-risk of placement in, an intensive school-based program.
 - ii. Currently being served by BHRS in a regional county clinic and are at-risk of out-of-home placement.

2. Eligibility

- a. Enrollees must be San Mateo County residents.
- b. For C/Y enrollees the family must be willing and able to participate in the treatment process.
- c. Eligibility will be determined by the BHRS FSP Wraparound Review Committee in consultation with the FSP Wraparound provider's FSP Wraparound Team.

3. Age Criteria

- a. FSP Wraparound services will be provided to individuals ages 6 to 25 years old (up to their 26th birthday).
- b. C/Y is defined as ages 6 to 18 (although it may include individuals 18+ when it is developmentally appropriate and/or best meets the needs of the client and family).
- c. TAY is defined as ages 18-25 (up to their 26th birthday), although in some cases 16–17-year old's may be appropriate for TAY services (e.g., if they are emancipated and/or living independently, etc.).

4. Population Criteria

- a. Program services should target under/unserved populations (e.g., Asian-American, Native Hawaiian and Pacific Islander, Latinx and African American C/Y TAY).
- b. Medi-Cal and non-Medi-Cal eligible clients will be offered the opportunity to participate.
- c. Populations to be served by the program are:
 - i. Serious Emotional Disturbance (SED) - determined to have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms.
 - ii. Meet one or more of the four (4) following criteria, a) - d):
 - 1. As a result of the mental disorder, the child has:
 - a. Substantial impairment in at least two of the following areas:
 - i. self-care or inability to provide basic personal needs for food, clothing, or shelter, school functioning, family relationships,
OR
 - ii. ability to function in the community;
AND
 - b. The child is:
 - i. at risk of removal from home or has already been removed from the home,
OR

- ii. the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
- 2. The child displays one of the following:
 - a. psychotic features
 - b. risk of suicide
 - OR*
 - c. risk of violence due to a mental disorder.
- 3. The child has been assessed pursuant to Special Education Program requirements and determined to have an emotional disturbance.
- 4. The child did not respond well to traditional outpatient mental health and psychiatric rehabilitation services or incurred high costs related to acute psychiatric hospitalization or long-term care.
- iii. Transition age youth, in addition to criteria i) and ii) above, must meet one of the following criteria:
 - a) Homeless or at risk of being homeless
 - b) Aging out of the child and youth behavioral health system
 - c) Open child welfare case or aging out of the child welfare systems
 - d) Aging out of the juvenile justice system
 - e) Open San Mateo County Probation Department or involved in the criminal justice system
 - f) At risk of involuntary hospitalization or institutionalization
 - g) More than 2 visits in the past six months for psychiatric emergency services or psychiatric hospitalization within the last six months
 - h) Transitioning into the community from a restrictive setting
 - i) Exiting a Short-Term Residential Therapeutic Placement (STRTP)
 - j) Experiencing substance use disorders
 - k) Experiencing a "first break" and have been recently diagnosed with a psychotic disorder or have experienced a first episode of serious mental illness.
 - 1) This target population may or may not have had prior involvement with the behavioral health, juvenile justice and/or child welfare systems.
- d. C/Y enrolled in SB163 are considered as being in a placement equivalent to FSP Wraparound program services. Addition enrollment criteria for SB163 enrollees includes:
 - i. Must be at risk for placement in STRTP

E. FSP WRAPAROUND SERVICE REQUIREMENTS

1. Program Characteristics

- a. FSP Wraparound services will be delivered by specialized multi-disciplinary FSP Wraparound Teams to each of the following groups:
 - i. Comprehensive C/Y FSP Wraparound services provided to children, youth, and their families.
 - ii. Comprehensive TAY FSP Wraparound services provided to transition-age youth and their families.
 - iii. Integrated FSP Wraparound services provided to children, youth, and transition-age youth within the BHRS outpatient, Therapeutic Day School, and the regional behavioral health clinics.
- b. FSP Wraparound programs will obtain Wraparound certification from the California Department of Social Services (CDSS) and the Department of Health Care Services (DHCS), or their designee, and demonstrate full compliance with Wraparound high-fidelity requirements, which will include the following areas:
 - i. workforce development
 - ii. fiscal planning and sustainability
 - iii. fidelity and outcome measures
 - iv. continuous quality improvement processes
- c. FSP Wraparound programs will provide at least six months of post-discharge aftercare services to children discharged from a placement in an STRTP or from an out-of-state residential facility to a family-based setting.
- d. FSP Wraparound programs will facilitate a Child and Family Team (CFT) that involves the child, youth and family's natural supports, agencies, and community services, working together to develop, implement and evaluate the individualized service plan developed in a collaborative process.
- e. FSP Wraparound programs will ensure there is interagency and community collaboration to provide access to additional supports that may be available to FSP Wraparound clients.
 - i. This can be accomplished via consults, education, and outreach, and participating in other community standing committees (e.g., Youth Transition Assessment Committee) and will include collaboration with community colleges and vocational education programs.
 - ii. Consultation and coordination with treatment providers may include, but are not limited to, pediatricians or other health care providers, psychiatrists, substance use treatment providers, neuropsychologists, Therapeutic Behavioral Service (TBS) providers, and therapeutic nursery school staff.
- f. FSP Wraparound programs will establish an advisory committee of youth and families to review, guide and/or modify FSP Wraparound program implementation and policy development, including consultation and planning assistance for ongoing operation.
- g. FSP Wraparound programs will be designed for voluntary participation.

- i. No individual will be denied access based solely on their voluntary or involuntary legal status.
- h. Long-term hospital and/or long-term institutional care cannot be paid for with MHSA funds.

2. Full Spectrum of Community Services:

- a. The full spectrum of community services that may be provided by FSP Wraparound programs include:
 - i. Behavioral health services and supports including, but not limited to:
 - a) Referral, Authorization and Enrollment Processes
 - b) Comprehensive Assessments
 - c) Client and Family Engagement
 - d) Care Plans/Individual Services and Supports Plan - ISSP
 - e) Therapy and Psychiatric Services
 - f) Strength-Based Case Management
 - g) Field-Based Clinical Services
 - h) Crisis Intervention/Stabilization Services
 - i) Medication Support Services
 - j) Emergency Medical Treatment
 - k) Wellness/Drop-In services
 - l) Family and Peer Support Services
 - m) Education and Employment Support Services
 - n) Aftercare Services
 - o) Program Completion Processes
 - ii. Additional support services including, but not limited to:
 - a) Language Assistance Services
 - b) Housing Support Services
 - c) Independent Living Skills
 - d) Cost of Healthcare Treatment
 - e) Family Education Services
 - f) Respite Care
 - g) Flexible Funding (e.g., food, clothing, transportation, cost of treatment, etc.)

3. Referral, Authorization and Enrollment Processes

- a. Referrals

- i. The BHRS Youth Teams and Youth to Adult Transition Program will manage the overall referral process to FSP Wraparound programs.
 - ii. All clients will be referred and assigned to FSP Wraparound providers via the Interagency Placement Review Committee (IPRC) and Youth Transition Assessment Committee (YTAC).
 - a) The IPRC has the authority to approve all wrap services for C/Y FSP Wraparound clients, while YTAC approves all wrap services for TAY.
 - b) The FSP Wraparound programs will provide a response within 5 days of receiving an authorization and will contact the client/client family within 5 days of receiving a completed referral packet.
 - iii. Referrals for the Comprehensive FSP Wraparound teams may come from probation officers, child welfare social workers, and behavioral health professionals.
 - iv. Referrals to the Integrated FSP Wraparound Teams must come from a primary BHRS Clinician.
 - v. Upon determining that an individual may be appropriate for FSP Wraparound services, the referent submits an IPRC presentation form (for C/Y clients) or the TAY referral form (for TAY clients) and email it to the relevant review/authorization committee to schedule a committee presentation.
- b. Authorization and Enrollment
- i. Once the IPRC/YTAC approves a client's enrollment eligibility, the FSP Wraparound provider will open an administrative episode and request a referral packet from the referent.
 - a) FSP Wraparound providers have up to five days to open a treatment episode and schedule an initial appointment with the client.
 - b) The authorization service requests must be documented in the client's clinical record.
 - ii. FSP Wraparound providers may not refuse to enroll clients directly referred to them by the IPRC and/or the YTAC.
 - iii. Upon authorization to the appropriate FSP Wraparound provider, following the team assessment and planning process, the appropriate FSP Wraparound Clinical Case Manager will complete the full system documentation if the client is not already open to the system.
 - iv. The Case Manager in collaboration with parents and youth will identify the Child and Family Team (CFT) and facilitate the first CFT meeting within thirty (30) days of engagement with family.
 - v. If an enrollee requires a higher level of care than what the FSP Wraparound program can provide, the FSP Wraparound team will contact the BHRS Program Manager for consultation on how to proceed.
 - vi. FSP Wraparound program will aim to enroll enough clients to operate close to program capacity.

4. Comprehensive Assessments

- a. FSP Wraparound Team will complete the following assessments and/or other initial plan for level of care, within the first thirty (30) days of a client's engagement in FSP Wraparound services:
 - i. Strength and Needs Assessment
 - ii. Therapeutic Behavior Services (TBS) Assessment
 - iii. Substance Use Screening and Assessment (AC-OK-COD Adolescent Screen, Teen Addiction Severity Index, etc.)
 - iv. Safety plan will be developed within 5-7 business days after meeting with client and family
- b. Assessments will gather information that will support decision making regarding the safety, permanency and wellbeing of clients and their families.
- c. Assessments will gather information that will support understanding and decision-making regarding substance use and the impact on quality of life and mental health, appropriate treatment, and necessary referrals (e.g., Medication Assisted Treatment, harm-reduction, residential treatment, etc.).
- d. Assessments will identify and explore the underlying needs and strengths of the client and their family, within the context of their culture, community, and sociopolitical experience.

5. Client and Family Engagement

- a. FSP Wraparound providers will make efforts to engage children and families that may be hesitant to engage with the service team, including but not limited to:
 - i. Multiple face-to-face contacts to build rapport and establish trust with potential FSP Wraparound clients and/or families and determine the appropriateness for FSP Wraparound services.
 - ii. Persistent and relentless, culturally responsive efforts to engage all parties throughout the therapeutic process.
 - iii. Leveraging community resources and tools for family finding support.
 - iv. Multiple attempts to accommodate the child and family.
- b. Family Finding: partner with Child and Family Services to support assessment of reunification prospects within birth family or other kin.
- c. Engage C/Y and TAY transitioning out of residential facilities, jail, hospitals, and long-term care facilities, in pre-discharge planning to include multi-modal assessment and crisis plan development.
 - i. The initial FSP Wraparound team meeting will take place prior to discharge.
- d. Participate in outreach efforts to behavioral health providers and local authorities/departments.

6. Behavioral Health Care Plans/Individual Services and Supports Plan (ISSP)

- a. A comprehensive Care Plan/ISSP will be developed for each client addressing the whole person.
 - i. The ISSP will include the services to be provided to an individual, which is created by the individual and their case manager or personal services coordinator.
- b. FSP Wraparound services for C/Y and TAY will be:
 - i. Developed by a Child and Family Team (CFT) involving the child, youth and family's natural supports, agencies, and community services, working together to develop, implement and evaluate the individualized service plan developed in a collaborative process.
 - ii. Inclusive of the full spectrum of community services as necessary to attain the goals identified in a clients' ISSP.
 - a) Other services will be provided as necessary to address unforeseen circumstances in the client's life that could be yet had not been included in the ISSP.
 - iii. Focused on enhancing wellbeing, having an integrated care approach and including the service components that are integral and unique to FSP Wraparound services.
 - iv. Provided in accordance with County Wraparound Services Program requirements as outlined in Welfare and Institution Code, Division 9, Part 6, Chapter 4, Section 18250.
 - v. Delivered based on a strength-based and individualized approach, and effectively addresses the client's behavioral health and underlying needs
 - vi. Trauma-informed/trauma-specific and evidence/best practice based.
 - vii. Culturally and linguistically appropriate including, but not limited to:
 - a) providing services in the language that is most comfortable to the client and family,
 - b) using culturally responsive treatment modalities.

7. Therapy and Psychiatric Services

- a. Therapy (e.g., individual, family, group, collateral) and psychiatric services including alternative and culturally responsive treatment approaches, will be made available to all FSP Wraparound clients.
 - ii. Transition age youth will receive behavioral coaching and supports to develop skills and behavior-management tools to cope with everyday challenges.
- b. Psychotherapy services should be provided by a licensed clinical staff.
- a. Required therapy services include:
 - i. Cognitive Behavior Therapy (CBT)
 - ii. Motivational Interviewing
 - iii. Harm Reduction
 - iv. Wellness and Recovery Action Plan (WRAP)

- b. Endorsed therapy services include:
 - i. Eye movement desensitization and reprocessing (EMDR)
 - ii. Dialectic Behavioral Therapy (DBT)
 - iii. Acceptance and Commitment Therapy
 - iv. Neurosequential Model of Therapeutics (NMT)
- c. Individual and/or family therapy will be provided at least one (1) time per week.
- d. Clients will be provided three (3) to seven (7) hours per week of clinical services, which should be equivalent to two (2) to three (3) contacts per week (among the entire multi-disciplinary team), depending on the needs of the client and as often as clinically necessary.
 - i. Client “contacts” include, but are not limited to, mental health and substance use therapy, case management, medication support, supporting in referral and/or initiation of additional services (e.g., substance use treatment, early psychosis, and other treatment referrals, filling out housing applications, etc.)
 - ii. If client is consistently receiving one (1) or less contact per week and/or less than three (3) hours per week of services, that should be an indicator that FSP Wraparound level of care is no longer required and the FSP Wraparound provider should begin the client transfer/disenrollment process as described in Attachment B - Additional Guidance Youth FSP Wraparound Transfers and Disenrollment Flow Chart.

8. Strength-Based Case Management

- a. Case management services assist the client, and when appropriate the client’s family, to access needed medical, educational, social, vocational rehabilitation and/or other community services.
- b. Strength-based case management helps the child, youth, and family by developing protective factors including skills and supports to help them overcome obstacles and everyday stressful events.

9. Field-Based Clinical Services

- a. Field-based services are those provided in a location that has a different address than the FSP Wraparound provider site and addresses accessibility concerns.
- b. FSP Wraparound programs will provide a minimum of 60%, but ideally 80% of direct services in the field.
- c. The choice of service delivery site will be based on the client’s recovery goals and possible transportation limitations.
- d. Examples of sites include, but are not limited to, residences, parks, libraries, physical health care settings, schools, and other community sites.

10. Crisis Intervention/Stabilization Services

- a. FSP Wraparound programs will provide 24/7 Assessment and Crisis Response Services, including:

- i. Capacity to initiate an involuntary psychiatric hold (5150).
 - ii. Development of safety plans
 - iii. A 24/7 emergency FSP Wraparound phone number.
 - a) The 24/7 emergency FSP Wraparound phone number will be provided to each FSP Wraparound client upon enrollment
 - b) The 24/7 emergency FSP Wraparound phone number should be publicly posted and easy to locate (e.g., on a website or on a clinic voicemail). This number will be specific to the FSP Wraparound Team (i.e., not 911 or a suicide hotline).
 - iv. Coordinating transportation.
- b. Crisis response hours are defined as 5 pm until 8 am the following business day and weekends.
 - i. All other hours are considered regular business hours when a client's FSP Wraparound Team should be available for scheduled and/or crisis response services.
- c. An FSP Wraparound Team member known to the client will be the staff that are available for crisis response services.
 - i. This could include availability from other qualified individual(s) that are also core members of the FSP Wraparound Team and are known to the client/family.
 - ii. In the event of an emergency when the Personal Service Coordinator/Case Manager or other qualified individual known to the client/family is not available, another qualified individual will be available to respond to the client/family.

11. Medication Support Services

- a. Medication Support Services consist of assessing, educating, prescribing, dispensing, administering, and monitoring psychiatric medications.
 - i. Services also include monitoring the client's use of psychiatric medication and providing medication education, as well as tracking the impact of medication on client's overall wellbeing (e.g., managing side effects, being informed about medication options and alternatives, as appropriate).
 - ii. FSP Wraparound programs will provide the necessary and required individualized medication services in a collaborative manner with clients utilizing shared decision-making techniques during medication prescribing with the FSP Wraparound team, the client, and families.
- b. Medication Support Roles
 - i. Either a licensed physician (psychiatrist) or a licensed/registered nurse will dispense medication or assist clients in dispensing their own medication.
 - ii. Both a psychiatrist and a licensed nurse will be assigned to each team and perform the following duties:
 - a) Participate in team discussions and decisions.

- b) Prescribe medication by meeting as indicated with enrollees to ensure appropriate education of both client and family about medications, in a culturally responsive manner.
 - c) Ensure consistent medication evaluation and rapid linkage to physical health providers.
 - d) Support ongoing dialogues with clients and families about their psychiatric medication choices, symptoms, limiting side effects, and individualizing dosage schedules.
 - e) Engage in strategic prescription medication practices for C/Y and TAY with mental health and substance use disorders, e.g., going low and slow with psychotics.
 - iii. The licensed nurse will provide education and monitoring of and adherence to medical treatment to increase medical and medication engagement and enable the client to maintain their community placement.
 - iv. Other members of the FSP Wraparound team will provide the following medication support services:
 - f) Establish protocols for psychiatric care, provider-to-psychiatric care provider communication and collaboration between crisis settings, and between crisis and community settings.
 - g) Ensure that discharge planning is closely coordinated between crisis settings and the FSP Wraparound team.
 - h) Ensure that community psychiatric care providers are routinely contacted to provide medication information to inform the crisis intervention.
 - i) Ensure that medication plans are vetted and approved by receiving community psychiatric care providers to minimize discontinuity.
 - j) Work with pharmacies to maximize insurance coverage and make medication easier to take.
 - k) Work with individual consumers to arrange for delivery/prompts/reminders that will support medication adherence.
 - l) Ensure that the full range of medication support services is provided in the field for those clients unable to come to the clinic to receive them (e.g., remote / telehealth access to psychiatrist).
 - m) Medication support performed by peer staff will consist of observing consumers taking their medications and encouraging communication with their psychiatrist regarding any non-urgent side effects or medication concerns.
- c. Frequency of Medication Support
 - i. Psychiatry appointments for clients on psychotropic medication must be clinically appropriate to the client's level of need:
 - a) Monthly and more often as needed for high intensity.
 - b) Quarterly and more often as needed for moderate intensity. Medication support groups can also be offered when clinically appropriate.

- c) FSP Wraparound programs will ensure that:
 - 1) Enrolled clients will be seen by a psychiatrist within five (5) business days when discharged from acute psychiatric settings.
 - 2) Enrolled clients assessed as experiencing a psychiatric or medication crisis will receive consultation within twenty-four (24) hours, except on weekends when clients will receive consultation the next business day.
 - 3) Enrolled clients will be seen by a psychiatrist for medication management within 15 days of referral / requested service for non-crisis situations (i.e., referrals, initial intakes, follow-up appointments).
- i. Prescribers will complete an initial psychiatric assessment at the start of psychiatric service and keep their medication service plan updated as part of each clients' individualized service and Care Plan/ISSP.
- d. Medication Storage - for FSP Wraparound programs that provide or store medications:
 - i. FSP Wraparound programs will store and dispense medications in compliance with all pertinent state and federal standards.
 - ii. Policies and procedures must be in place for dispensing, administering, and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring. In particular:
 - a) Medications are logged in, verified, counted, and added to inventory sheets.
 - b) All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - c) Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
 - d) All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
 - e) Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense, or administer medication.
 - f) Medications are disposed of after the expiration date and recorded.
 - g) Injectable multi-dose vials are dated and initialed when opened.
 - h) A medications log is maintained to ensure that expired, contaminated, deteriorated, and abandoned medications are disposed of in a manner consistent with state and federal laws.
 - i) "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

12. Emergency Medical Treatment

- a. Clients who require emergency medical care for physical illness or accident will be immediately transported to an appropriate medical facility.
- b. The cost of transportation and any emergency medical care will not be charged to nor reimbursable under this agreement; and
- c. FSP Wraparound programs will ensure that transportation and emergency medical care are provided.

13. Drop-In Centers

- a. Drop-In Centers provide a safe location for TAY to meet and are intended to be a central point for the delivery of services.
- b. Services will be provided to TAY enrollees as well as other TAY in the community or who are currently receiving County behavioral health services or identified as needing engagement in behavioral health services.
- c. The onsite services offered services and supports will be offered by the FSP Wraparound team and be focused on self-help, independence, and skill building.
- d. The physical locations of the Drop-In Centers should be in both north and south region of the county and strategically located to provide maximum accessibility (near bus routes) to residents of San Mateo County.
- e. Drop-In Centers will be utilized as a step-down support for enrollees transitioning from FSP Wraparound team services as well as for the other youth not receiving FSP Wraparound team services.
- f. Referrals to Drop-In Center services may come from community outreach and school-based programs.
- g. The Drop-In Centers will not be a referral-based or authorized service.
- h. Staffing will include people close to the TAY age group including peer support staff and volunteers who mirror the target population.
- i. The Drop-in Centers will be open twenty-three (23) hours per week with flexible hours and services available on a drop-in basis.
- j. A youth and caregiver advisory committee will review, guide and/or modify the ongoing operation of the development of the TAY Drop-in Centers.
- k. Onsite services may include, but not required nor limited to:
 - i. Self-help supports
 - ii. Recreational and social activities
 - iii. Group lunches and dinners
 - iv. Legal clinic
 - v. Health clinic
 - vi. Assistance with domestic violence issues
 - vii. Mental health and substance use disorder self-help groups
 - viii. Living skills classes

- ix. Gender-based groups
- x. Support for those seeking to enter the college system
- xi. Peer support
- xii. Other supports identified as needed by those using the Center, to enhance client ability to manage independence
- xiii. Warm line services
- xiv. Support groups for LGBTQ+ SED youth

14. Family and Peer Support Services

- a. FSP Wraparound programs will provide Parent and Peer Partners who will be part of the FSP Wraparound team and will be assigned to C/Y and TAY significant support person(s) and provide support services.
 - i. To reduce turnover, Parent and Peer Partners positions will:
 - a) Receive certifications in line with SB803
 - b) Receive training on best practices and consistent service delivery
 - c) Have clear pathways to promotion, in collaboration with Lived Experience Academy
 - d) Be financially compensated if they provide non-English language skills
 - e) Receive consistent supervision
 - f) Have access to additional staff and/or support for data collection and entry
- b. FSP Wraparound programs will provide Family Support Services (FSS) to address not only the enrollee but their significant support persons when they have their own mental health or substance use needs.
 - i. FSS services are voluntary behavioral health support services provided to the significant support persons of the client.
 - ii. Significant support persons are persons such as a parent/caregiver/guardian, sibling, and/or relative that are client-identified, or living in the same household as the client.
 - a) FSP Wraparound programs will work with clients, to the extent possible, to connect to those they identify as significant support persons and provide FSS as appropriate.
 - iii. Significant support persons are eligible for FSS regardless of Medi-Cal eligibility or enrollment.
- c. The FSP Wraparound program will facilitate access to other services, including BHRS adult mental health services and/or alcohol and other drug services when family members meet criteria or providing crisis/brief intervention services to those not meeting criteria and referring them to primary care or other community resources, as needed.
- d. FSS will be offered to eligible significant support persons and will include a full array of clinical services including:

- i. Individual, couples, and group therapy and/or support groups
- ii. Psychiatry/medication support
- iii. Crisis intervention
- iv. Case management/linkages
- v. Parenting education and education group (i.e., for behavioral management, mental illness, substance use disorders and finding resources)
- vi. Treatment for substance use disorders and intimate partner violence whenever necessary
- vii. Peer support and encouragement to enhance the significant support persons community and natural supports
- viii. Transportation services
- ix. Night and weekend enrollee activities
- x. Alternative therapies (i.e., animal, art, drumming, etc.)
- xi. Any services that are needed to manage the youth safely in the current placement.
- xii. Relationship and rapport building between parent and/or primary caregiver and FSP Wraparound care team
- xiii. Parent and family involvement in development education support services plan, including IEP process and coordination between FSP Wraparound and school district
- xiv. Family-based service interventions for substance use disorders, e.g., Functional Family Therapy (FFT), multisystemic therapy
- xv. Any additional support as identified in the individualized service plan.
- e. FSP Wraparound programs will establish an FSS feedback loop for client and significant support persons to provide feedback on FSS.
- f. BHRS will support the implementation of FSS in the following ways:
 - i. Support FSP Wraparound providers in hiring and ongoing training of FSS staff
 - ii. Support FSP Wraparound providers in establishing FSS staff certification process
 - iii. Helps develop and/or implement FSS feedback process
 - iv. Collaboration with Office of Consumer & Family Affairs
 - v. Collaboration with Lived Experience Academy
 - vi. Reviewing and revising FSS data reporting requirements
 - vii. Funding for alternative therapies

15. Education and Employment Support Services

- a. FSP Wraparound programs will include Education and Employment Support Services and necessary supports as a goal of the case management and individualized care plans.
- b. Education Support will include the following services to assist children, youth, transition-age youth, and their families become involved in education support:

- i. FSP Wraparound programs will provide age/grade appropriate education support in coordination with the client, family, and school-based providers and/or administrators.
 - a) The level of support should be individualized based on the clients' needs and will differ significantly between Child, Youth and TAY clients.
 - b) Support would include helping the clients and their families to engage in all resources available to them.
- ii. FSP Wraparound programs will be aligned with the education system including special education, public schools, private schools, community college, and other institutions as applicable.
- iii. Education support services will be funded separate from this RFP and managed through an agreement with another provider.
- iv. FSP Wraparound providers will collaborate with Education Support Service providers and the College of San Mateo to gain enrollee access for existing programs.
- v. Education Support Services will include the following activities:
 - a) Coordinate with the County-contracted Supported Education program.
 - b) Link to Independent Living Skills Program (ILSP) for educational assistance
 - c) Conduct a thorough assessment of enrollee educational skills and needs
 - d) Assist with educational and vocational goal setting
 - e) Develop classes to teach the skills necessary to be a successful student
 - f) Accompany students to matriculate in educational and academic programs
 - g) Use flex funds to provide incentives to pursue education or to pay for specific courses
 - h) Engage in educational advocacy, especially around re-enrolling youth who have left school
 - i) Collaborate with vocational rehabilitation services
 - j) Help obtain childcare and other assistance for parenting youth
 - k) Obtain tutoring services as needed for clients
 - l) Contribute to efforts to enhance information-sharing across child-serving agencies
- c. Employment Support will include the following services to assist TAY FSP Wraparound clients specifically to become involved in supported employment:
 - i. Conduct a thorough assessment of enrollee vocational skills and needs
 - ii. Provide assistance with résumé writing/job applications
 - iii. Provide onsite occupational therapy
 - iv. Facilitate seminars on professional development and job seeking skills

- v. Help with job placement and coaching
- vi. Assist with securing entry level employment
- vii. Mentor youth in volunteer work and provide youth with job shadowing opportunities

16. Aftercare Services

- a. Family-based aftercare services will continue to be provided to or on behalf of a child for at least six months post-discharge from a Short-Term Residential Therapeutic Program (STRTP), a community treatment facility or an out-of-state residential facility.
- b. Family-based aftercare services means an array of integrated services and supports that meet the requirements of a high-fidelity Wraparound model including an individualized, child-specific transition plan in a manner that supports the child's permanency plan and incorporates the recommendations of the qualified individual.

17. Program Completion Processes

- a. Client Transfers and Disenrollment
 - i. The FSP Wraparound programs will follow the client(s) throughout the County, as clinically indicated.
 - ii. When a client transfers out of the FSP Wraparound provider's service area, the FSP Wraparound provider will collaborate with the BHRS FSP Wraparound Administration to ensure services are assessed and rendered as clinically indicated.
 - iii. The BHRS FSP Wraparound Review Committee oversees the referral and authorization process and the process of clients transitioning to a different level of care in collaboration with the FSP Wraparound provider and client.
 - a) BHRS utilizes a co-design approach, in which FSP Wraparound clients also have a role in assessing their own progress and being involved in their own transfer and disenrollment decisions.
 - iv. Transfer and disenrollment decisions should follow the same non-arbitrary process for all clients, and when ready, transition plans are co-created with clients.
 - v. Transition planning begins at assessment, with FSP Wraparound client having direct involvement and decision making in step down planning as a part of the overall service plan.
 - vi. FSP Wraparound provider will develop an internal system of review to assess graduation readiness based on transition indicators, including, but not limited to the following:
 - a) Child, Youth, and TAY FSP Wraparound Clients
 - b) Stable housing
 - c) Client's buy-in
 - d) Reduced self-harm
 - e) Meeting treatment goals (e.g., hopefulness)

- f) Engagement in treatment
 - g) Stable behavior and systems (i.e., sufficient time since last crisis)
 - h) Engaged with child welfare, juvenile justice, and/or county behavioral health processes
 - i) Peer support in place (e.g., support network from other C/Y and TAY families)
 - j) Client and families are able to recognize and manage crisis and have a safety plan
 - k) C/Y Only
 - l) School attendance and performance
 - m) Family functioning (e.g., health of family, support systems in place)
 - n) Social-emotional progress
 - o) Family support in place
 - p) TAY Only
 - q) Social support network in place (e.g., housing)
 - r) Employed or engaged in education/training
 - s) Independent (e.g., able to manage own mental health, substance use and psychiatric needs)
 - t) Has adequate resources
- vii. The County will provide additional guiding documents that include detailed definitions of each indicator and guidelines for how to use them.
 - viii. The internal system of review must include FSP Wraparound providers discussing readiness with clients and giving readiness feedback using culturally responsive approaches.
 - ix. The FSP Wraparound Review Committee and FSP Wraparound provider will conduct monthly partnering and review meetings to discuss client level of care needs and potential transition plans to another level of care within the FSP Wraparound program or discharge out of the FSP Wraparound program.
 - x. All transfer and/or disenrollment decisions made in the monthly partnering and review meetings will not be considered final until they are discussed with the FSP Wraparound clients and the client gives their consent.
 - xi. Categories of transfer / disenrollment include:
 - a) Ready for graduation: If a client enrolled in FSP Wraparound has assessed as ready for graduation based on the transition indicators and has given consent to graduate from FSP Wraparound level of care, the FSP Wraparound program may present this case for consultation at the monthly partnering and review meeting to initiate the transition process.
 - b) Unsuccessful in FSP Wraparound program or requires short-term or long-term placement: If a client enrolled in a FSP Wraparound is consistently unsuccessful in the program or requires short-term or long-term placement (after other alternatives have been fully explored) the FSP Wraparound program may present this case for consultation at the

monthly partnering and review meeting to determine how best to proceed. If short term placement is agreed upon and authorized, the FSP Wraparound will maintain contact with the client and plan for return to the FSP Wraparound program.

- c) Client chooses to disenroll or is no longer appropriate for FSP Wraparound: The FSP Wraparound will also present to the monthly partnering and review meeting cases in which clients choose to disenroll from the program or are otherwise no longer appropriate for FSP Wraparound level of care. Every opportunity will be given in advance for the client to be re-engaged before disenrollment, during which time the program will be responsible for continued outreach/engagement as well as linking the client to alternative services.
 - d) Client Unresponsive: If the client/family is unresponsive and has not been in contact with the Child FSP Wraparound Team and the Child FSP Wraparound Team has made at least five attempts in person; at least five attempts by phone; at least three attempts to contact family, other service providers, and/or significant others; and phone calls to the jail, local hospitals, and other emergency services without locating the client. Child FSP Wraparound program(s) will attempt to locate the client for at least 60 days but not more than 90 days prior to disenrollment.
 - e) Client in locked setting for more than 60 days or no contact with FSP Wraparound for more than 45 days: A list of clients that are maintained in a locked setting (including SMMC, 3AB or other psychiatric facility, jail and/or prison) for more than 60 days will be submitted to BHRS monthly. In addition, FSP Wraparound providers will provide a monthly list of clients that have had no contact with the FSP Wraparound program (for any reason) for more than 45 days.
- xii. If the FSP Wraparound Review Committee, the FSP Wraparound provider, and the FSP Wraparound client all agree to transition the client to a different level of care, this kickstarts the following discharge and transition process, which is detailed in the attached Additional Guidance Youth FSP Wraparound Transfers and Disenrollment Flow Chart.
- a) The FSP Wraparound provider meets with the client to discuss a preferred transition program placement
 - b) Once confirmed, the FSP Wraparound provider submits request/documentation for referral
 - c) Once the referral request is verified, FSP Wraparound provider makes the referral directly to new level of care provider/placement and begins transition coordination
 - d) This referral verification also initiates the 60-day transition period, where the client's file is open in both programs and the FSP Wraparound provider is facilitating a warm handoff with the new provider/placement
 - e) During this 60-day period, the FSP Wraparound provider:
 - i) Supports with upcoming appointments
 - ii) Coordinates care if client is hospitalized

- iii) Continues providing medication services
 - iv) Assists with applying for independent living opportunities (i.e., vouchers or MHSA units)
 - v) Keeps case open until client's first new psychiatric appointment
 - xiii. During this 60-day period, the new provider/placement:
 - a) Gives a date for initial assessment
 - b) Schedules psychiatric appointment
 - c) Begins engaging to provide services
 - xiv. The FSP Wraparound provider and new provider/placement coordinate a discharge date, ending the 60-day transition period, at which time the FSP Wraparound client officially transitions over to the new provider/placement in a celebratory graduation event.
 - xv. Per federal regulations, individuals who are exiting an STRTP at the time of their FSP Wraparound enrollment should be offered FSP Wraparound services for a minimum of 6 months, with graduation and stepdown decisions made in accordance with this section.
- b. Notification of Death
- i. FSP Wraparound provider will immediately notify BHRS FSP Wraparound Administration upon becoming aware of the death of a client.
 - ii. Notice will be made immediately by telephone and then in writing upon learning of such death.
 - iii. The verbal and written notice will include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all FSP Wraparound providers' staff with knowledge of the circumstances.

18. Support Services

- a. FSP Wraparound programs will provide assistance with and connection to additional services as needed, including but not limited to:
 - i. Language assistance services
 - ii. Benefits establishment
 - iii. Housing assistance (for both the C/Y and TAY client and their family), including but not limited to:
 - a) Housing locator supports
 - b) Linkage to the Human Services Agency (HSA) Core Service Agencies
 - c) Rent subsidies
 - d) Housing vouchers
 - e) Housing payments

- f) Residence in a drug/alcohol rehabilitation program
 - g) Transitional and temporary housing for the C/Y and TAY client and their family
- iv. Independent living skills development (cooking, cleaning routines, managing budget, etc.)
- v. Vocational or educational services for the client and family as needed
- vi. Physical health care
- vii. Short-term acute inpatient treatment when the client is uninsured for this service or there are no other funds available for this purpose
- viii. Advocacy
- ix. Socialization, recreation, faith-based services, and other community-based services

19. Respite Care Services

- a. FSP Wraparound programs will provide Respite Care Services (RCS), which strive to relieve families from the stress associated with providing constant care for a child or young person with Serious Emotional Disturbance (SED).
- b. RCS will be provided in the family's home by a dedicated respite caregiver.
- c. RCS will be available seven days per week (excluding holidays).
- d. The family will develop a regular and consistent schedule with the respite caregiver.
 - i. FSP Wraparound providers may subcontract for these services with a BHRS-approved subcontractor OR have a dedicated respite caregiver as part of their FSP Wraparound Team.

20. Flexible Funding

- a. Flexible ("Flex") Funds are an integral component of the vision and mission of MHSA and BHRS services, supporting the "whatever it takes" philosophy of FSP Wraparound.
 - i. They are restricted to FSP Wraparound clients, provide essential supports not typically found on the menu of traditional behavioral health services and are used when other resources have been exhausted.
 - ii. They promote shared responsibility with the client, such as cost-sharing or a gradual decrease in funds contribution.
- b. Flex Funds must correspond to the specific wellness and recovery goals of individual clients and therefore they do not support non-essential or luxury items, including alcohol, cigarettes, or jail accounts.
 - i. They may not be provided to consumers as cash, rather, payment should be made directly to the source of the support, or in the form of a gift card provided to the client.
 - ii. They are not intended to provide ongoing support in lieu of sustainability planning from other sources.

- c. Uses of Flex Funding that are not consistent with BHRS guidelines will be disallowed.
 - i. If an FSP Wraparound Team member is unsure whether an item is appropriate for the use of Flex Funding, they will consult with the BHRS Manager.
- d. The Personal Service Coordinator (case manager and/or clinician) is authorized to make decisions about the use of these Flex Funds for a client and/or their family.
- e. Flex funds can be used to provide the following types of support:
 - i. Safety
 - a) Emergency resources (baby essentials for new mothers, warm clothing, shoes, blankets, etc.)
 - b) Crisis management (transportation to job interviews, legal assistance i.e., restraining orders, etc.)
 - ii. Food
 - iii. Transportation
 - a) Bus tokens/passes (to get to or from therapy, doctor appointments, or work)
 - b) Enhanced support to schedule and transport client to medical or other essential appointments
 - iv. Emergency Housing Needs
 - a) Rent and/or security deposit
 - b) Emergency housing coordination
 - c) Utility subsidy
 - d) One time: bedding, towel, or other essential household items
 - e) Personal hygiene essentials
 - v. Medical (all funding in this category must be by written permission of the treating physician and approved by the FSP Wraparound Program Director).
 - a) Over-the-counter medications
 - b) Physician copays
 - c) Dentist (extractions, fillings, cleaning)
 - d) Lab work
 - e) Prescriptions
- f. FSP Wraparound programs will be able to draw down Flex Funding from an annual total pool of \$3,000 per client enrolled (e.g., if an FSP Wraparound program enrolls 100 clients annually, they will have a Flex Funding pool of \$300,000).
- g. Before allocating Flex Funds to clients, the Personal Service Coordinator will verify that the client is actively participating in treatment and has financial need.
 - i. At least three potential alternative resources (low cost–no cost options) must have been considered, prior to requesting Flex Funding.
 - ii. Alternative resources may include utilizing the consumer’s support system of friends and family, community, and/or other funding sources.

- h. Should the client's Personal Services Coordinator identify a need for Flex Funding usage, they will get approval from their FSP Wraparound Program Manager prior to allocating Flex Funding to the client.
 - i. Any amount over \$250 will need approval from the FSP Wraparound Program Director before reimbursement.
- i. Documentation of all Flex Funds must be submitted using BHRS' standardized Expense Reimbursement Claim Form.
 - i. A receipt must be provided for every purchase and the Personal Service Coordinator will maintain a 'Flex Funds Tracking Sheet' which will account for all expenditures.
 - ii. BHRS FSP Wraparound Administration may request access to this tracking sheet at any time.
- j. Items purchased with Flex Funds become the property of the client and the client is not obligated to return the property upon leaving the program.
 - i. However, there may be clinical situations in which an FSP Wraparound provider and client make an agreement for the client to reimburse the services/supports, including the payment of rent.

F. SITE AND HOURS OF OPERATION

1. Service Site(s)

- a. FSP Wraparound services will be provided in enrollee homes and other community sites throughout the County.
 - i. Address(es) where FSP Wraparound services will be provided to BHRS to be listed in legal agreement with BHRS.
 - ii. Service sites may be changed upon the approval of the BHRS Deputy Director of Child and Youth Services.
- b. All FSP Wraparound Service Delivery site(s) will post:
 - i. Written procedures describing appropriate action in the event of a medical emergency.
 - ii. A disaster and mass casualty plan of action in accordance with local and state requirements.
 - a) Such plans and procedures will be submitted to BHRS upon request, within 3 business days.

2. Hours of Operation

- a. FSP Wraparound services will be provided during regular business hours, but also on evenings, weekends, and holidays, as necessary for the client and/or their family's wellbeing.
- b. There will be a Youth FSP Wraparound core team member on-call 24 hours per day and 7 days per week (24/7) to provide crisis services as needed.

Regular Business Hours	Regular business hours are Monday through Friday, 8am - 5pm. The full array of services should be available during these hours.
Evening/Weekend/Holiday Hours	Evening/weekend/holiday hours are after 5pm on a business day until 8am the following business day. The C/Y and TAY Team(s) will provide FSP Wraparound services during these hours as necessary for the client and/or their family's wellbeing. Phone coverage should also be provided for triage and determine if crisis response is necessary during these hours.
Crisis response hours	Crisis response hours are from 5pm until 8am the following business day and weekends. An FSP Wraparound team member should be available during these hours to provide Assessment and Crisis Response Services by phone and in person.

c. Work Schedules

- i. FSP Wraparound providers will submit, upon BHRS's request, work schedules for each FSP Wraparound Team at each site.
- ii. The schedules will list the time frames by day of the week, morning, and afternoon and the tasks that will be performed.

d. Unscheduled Work

- i. BHRS may authorize an FSP Wraparound provider to perform unscheduled work when the need for such work arises out of extraordinary incidents such as vandalism, natural disasters, and third-party negligence.
- ii. Unscheduled work will not commence without written authorization.
- iii. When a condition exists wherein there is imminent danger of injury to the public or damage to property, the FSP Wraparound provider will contact BHRS for approval before beginning unscheduled work.
- iv. All unscheduled work will commence on the established specified date.
- v. The FSP Wraparound provider will proceed diligently to complete said work within the time allotted.
- vi. The County reserves the right to perform unscheduled work itself or assign the work to another provider.

G. TEAM-BASED STAFFING

The FSP Wraparound programs will be staffed by a multidisciplinary team. Services should be delivered through a team-based model in which expertise is shared and clients are served by an entire team with varied expertise.

1. Team-Based Model

- a. FSP Wraparound Team(s) will utilize members' expertise based on the individual underlying needs of the client for whom services are required.
- b. In some situations, the expertise of a C/Y or TAY FSP Wraparound Team member may not be required on a full-time basis.
 - i. However, it is essential to the functioning of the FSP Wraparound Team(s) that the special skills of those representing various disciplines are available within or to the team.

2. Staffing Values

- a. Recruitment, hiring and retention strategies, including training of staff, will promote the following core values:
 - i. Wraparound: staff will understand the core values of Wraparound, including recognition of the family's cultural values as a strength of the family.
 - ii. Integrated Care: staff will have mental health and substance use treatment expertise and training to ensure an integrated service experience.
 - iii. Whole Person Care: staff will understand whole person care model of treatment, meaning health and wellness are based on the well-being of the whole person.
 - iv. Cultural Responsiveness: staffing objectives that reflect the cultural and linguistic diversity of the clients to ensure staff can provide services in a culturally and linguistically appropriate manner.
 - a) Staff with fluency in the following languages is preferred, but not required: Spanish, Chinese (Cantonese and Mandarin) and Tagalog.
 - b) Staff will have specific expertise in working with their target age group population, developmental issues related to the target population, and relevant culturally responsive treatment modalities.
 - v. Trauma-Informed: staff will have a practical understanding of how to implement all trauma-informed approaches.
 - vi. Recovery Oriented: staff will promote recovery-based services that are guided by an individualized plan developed between client and staff and signed off by the client to encourage clients to assume responsibility for their own wellness and recovery.
 - vii. Lived Experience: clients are actively recruited for staff positions to incorporate the client perspective throughout the agency.
 - a) Efforts will be made to develop specific positions for persons with lived experience.

3. Staff Training

- a. Staff with expertise in the following treatment modalities and approaches is preferred, but not required:
 - i. Motivational Interviewing
 - ii. Trauma-Informed Care
 - iii. Strength-Based Case Management

- iv. Substance Use Assessment and Treatment
- v. Trauma-Focused Cognitive Behavioral Therapy (CBT)
- vi. Dialectical Behavior Therapy (DBT)
- vii. Eye Movement Desensitization and Reprocessing Therapy (EMDR)
- viii. Neurosequential Model of Therapeutics (NMT)
- ix. Mindfulness-Based Substance Use Treatment (MBSAT)
- b. FSP Wraparound programs will provide training for all new employees and continuing in-service training for all employees that provide FSP Wraparound services.
- c. Every FSP Wraparound Team member that delivers direct services will participate in training activities and will receive at least five hours per month on average (i.e., total 60 hours per year) in training.
- d. FSP Wraparound programs will utilize updated SB163 Wraparound Program training sessions developed for the original pilot to train staff.
- e. Family members and system of care staff will be included at every session.
- f. FSP Wraparound programs will provide the training necessary to support the certification of Peer Support Specialists, in accordance with SB 803.
- g. Trainings may take place online or in person and may be individual or group activities. Training activities will include:
 - i. Trainings or community-of-practice activities sponsored by BHRS or partners (other contracted agencies or County departments)
 - ii. Conferences or trainings sponsored by professional organizations
 - iii. Structured supervision, mentoring or coaching by an expert
 - iv. Accredited courses designed for continuing education
- h. BHRS required training include but are not limited to the following topics:
 - i. HIPAA, Compliance, and other mandated trainings
 - ii. Cultural Humility and Working Effectively with Language Interpreters
 - iii. Sexual Orientation and Gender Identity
 - iv. Trauma-Informed Systems
 - v. Wellness and Recovery Action Plan (WRAP)
 - vi. Peer Support
 - vii. Substance Use Disorder Assessment and Treatment
 - viii. Trauma-focused cognitive behavior approaches
 - ix. Care Team Planning
 - i. Asset Mapping
 - ii. Principles and Practices of Wraparound Including Wraparound Facilitation
 - iii. Project Cornerstone's 41 Developmental Assets
 - iv. Family Conferencing

- v. Substance use and mental health integrated care practices:
 - a) Motivational Interviewing
 - b) Trauma-Focused Cognitive Behavioral Therapy (CBT)
 - c) Dialectical Behavior Therapy (DBT)
 - d) Strength-Based Case Management
 - e) Harm Reduction
 - f) Medication Assisted Treatment, including Contingency
 - g) Management Awareness for Stimulant Use Disorders

4. Staffing Requirements

- a. There will be a specialized multi-disciplinary FSP Wraparound Team(s) for each of the following groups of services and as delineated further in the table below:
 - i. Comprehensive FSP Wraparound services provided to children, youth, and their families.
 - ii. Comprehensive FSP Wraparound services provided to transition-age youth and their families.
 - iii. Integrated FSP Wraparound services provided to children, youth, and transition-age youth within the BHRS outpatient, Therapeutic Day School, and the regional behavioral health clinics.
- b. An FSP Wraparound Director and alternate will have full authority to act for the FSP provider agency on all matters relating to the daily provision of FSP Wraparound services.
 - i. The FSP Wraparound Director and alternate will be able to effectively communicate, in English, both orally and in writing.
- c. A sufficient number of Personal Service Coordinators/Case Managers will be provided for each FSP Wraparound program to ensure that availability is appropriate to the service needs of the client/family; individualized attention is provided to the client/family; intensive services and supports are provided, as needed.
- d. The FSP Wraparound core team(s) will also partner with or have access to the following specialists, who are trained in working with children and adolescents, in order to meet the needs of their clients:
 - i. Housing Specialist; and
 - ii. Any other team members needed to meet the client's needs and those of their families.
- e. Each C/Y or TAY FSP Wraparound client's multidisciplinary team will include the FSP Wraparound team core team members, the FSP Wraparound Team partners/specialists, other system providers as appropriate, and the C/Y or TAY enrollee and their family.
- f. The table below sets out the FSP Wraparound team(s) core members and staff time requirements per team serving 35-45 clients.

Positions	C/Y Integrated FSP Wraparound Team serving 35 clients	C/Y Comprehensive FSP Wraparound Team serving 45 clients	TAY Comprehensive FSP Wraparound Team serving 45 clients
FTEs Per FSP Wraparound Team			
Program Manager/ Wraparound Fidelity Coach	1	1	1
Case Manager /Wraparound Facilitator/ Personal Service Coordinator	3	4	4
Psychiatric Prescriber	0	0.25	0.25
Parent Partner (Support Specialist)	2	2	1
Youth Peer Partner (Support Specialist)	1	1	2
Clinical Supervisor	1	1	1
Behavioral Health Clinician/Substance Use Specialist	3	4	4
Intake Coordinator	0.5	0.5	0.5
Housing/Independent Living Specialist	0.25	0.25	2
Crisis Response Worker	2	2	2
Behavior Coach/ Family Specialist	3	4	2
Non-Caseload Carrying FTEs			
FSP Wraparound Director	.5	.5	1
Administrative Support Staff and Data and Billing Specialists – FSP Wraparound programs should propose appropriate administrative and quality assurance staff			

- g. *FSP Wraparound Director* – the FSP Wraparound Director will serve as the leader across the FSP Wraparound programs. For TAY FSP Wraparound teams, there should be one

full time director managing this team. C/Y FSP Wraparound teams will each require 50% of a director's time. The FSP Wraparound Director ensures that there is consistent vision and collaboration across teams and works closely with the Program Manager to ensure there is high-fidelity Wraparound practices. BHRS must have access to the FSP Wraparound Director during regular business hours. The FSP Wraparound provider will provide a telephone number and e-mail address where the FSP Wraparound Director may be reached. The FSP Wraparound Director will act as a central point of contact with BHRS for all matters related to FSP Wraparound services and will:

- i. Notify BHRS in writing of any permanent changes to service days/hours
 - ii. Identify partnering agencies or key community partners such as Federally Qualified Health Center (FQHC) clinics, County Health Clinics, and free clinics in the organizational chart
 - iii. Maintain an organizational chart that delineates the names, roles, and reporting lines of all staff in the C/Y and/or TAY FSP Wraparound team(s) and submit that chart to BHRS FSP Wraparound Administration on a yearly basis
 - iv. Inform BHRS FSP Wraparound Administration within 2 weeks of any changes in the positions included in the organizational chart or changes to the staff reporting lines
 - v. Notify BHRS FSP Wraparound Administration of staff vacancies and provide a remediation plan for addressing prolonged vacancies lasting 4 weeks or longer.
- h. *Program Manager/Wraparound Fidelity Coach* – there will be one (1) Full-Time Equivalent (FTE) Program Manager per FSP Wraparound team to serve as the team leader and ensure fidelity to the Wraparound program model in collaboration with the FSP Wraparound Director. The FSP Wraparound Program Manager will also serve as the designated alternate to assume the role and responsibilities of the FSP Wraparound Director in the event the FSP Wraparound Director is unavailable. The FSP Wraparound Program manager will be responsible for overseeing the daily operations of the FSP Wraparound Team(s) and the development of high-fidelity Wraparound practice. Responsibilities include:
- i. Manages administrative functions of service delivery, including scheduling, productivity, documentation reviews, and use of data to track outcomes and inform Continuous Quality Improvement (CQI) activities.
 - ii. Monitoring team function to ensure that operational targets are met (e.g., weekly client visits, field-based services).
 - iii. Facilitating team meetings to discuss the status of each client.
 - iv. Providing in-field coaching, demonstration and consultation on skills needed throughout service delivery to ensure high-fidelity wraparound services by all team members.
 - v. Monitoring the size and relative level of acuity of team caseloads.
 - vi. Allocating the work amongst the FSP Wraparound Team(s) to meet each client's needs.
 - vii. Serving as the point of contact for the FSP Wraparound Team(s) throughout the day to address emergent needs.

- viii. Ensuring all team members participate in the timely development of a Care Plan/ISSP and subsequent plan reviews.
- ix. Ensuring that necessary program monitoring data and data tools are utilized, completed and submitted in a timely fashion.
- x. Ensuring that chart entries are up to date.
- xi. Report all critical-special incidents to county representative within 24 hours and completing Critical Incident Reports.
- i. *Case Manager/Wraparound Facilitator/Personal Service Coordinator*- Case Managers will have a behavioral health-related bachelor's degree or documentation of experience providing behavioral health services for a minimum of 2 years. Case Managers will be responsible for:
 - i. Developing the ISSP with the client, with other agencies that have a shared responsibility for services and/or supports to the client, and when appropriate the client's family.
 - ii. Ensuring culturally and linguistically competent care. At a minimum, is educated and trained in linguistic and cultural competence and has knowledge of available resources within the client's/family's racial/ethnic community.
 - iii. Ensuring availability to respond to the client/family 24 hours a day, 7 days a week to provide after-hour intervention.
 - iv. Participating with all other team members in Outreach and Engagement activities
 - v. Supporting delivery of Housing Services
 - vi. Providing strength-based case management
 - vii. Wraparound facilitator
 - 1) The facilitator ensures that the Wraparound process is followed with fidelity and consistently holds hope that the family can achieve a better future.
 - 2) Begins the engagement process by eliciting the story from the family about how they have come to be in their current circumstances, listening to identify specific needs, strengths, trauma exposure and important people in the life of the family, and to get a picture of what a better future would look like from the family's perspective.
 - 3) Describes the Wraparound process and what the family can expect, including the values and principles of wraparound; importance of their voice, choice, and preferences in the planning process; mandated reporters; confidentiality; choice of team members and mandated members; etc.
 - 4) Identifies immediate safety needs, including a transparent discussion of safety concerns that brought them into care, and facilitates development of an immediate safety plan, as needed.
 - 5) With the parents and youth, identifies potential members of the Child and Family Team (CFT), supports invitations to those individuals, orients them to the Wraparound process and membership responsibilities, enabling the first CFT meeting to occur as soon as possible.

- 6) Supports the development and implementation of shared team agreements.
 - 7) Gathers information from multiple sources to expand understanding of the needs and strengths of the family members, validates that information with family members to ensure accuracy, and uses the information to inform the consensus-developed Child and Adolescent Needs and Strengths (CANS) scoring.
 - 8) Mediates conflicts in perspectives during team meetings.
 - 9) Facilitates development of an initial written plan based on a prioritization of needs and preferences of the family about what to work on and what strategies best match their culture, interests, and preferences.
 - 10) Provides coordination of the activities in the plan, ensuring that team members know how and what they are accountable to do.
- j. *Psychiatric Prescriber* - a psychiatric prescriber is a psychiatrist, or psychiatric nurse practitioner with psychiatrist supervision. the psychiatrist will conduct tasks in close collaboration with other members of the FSP Wraparound team in order that these activities are integrated into an overall Care Plan/ISSP. The psychiatrist will be responsible for:
- i. Service delivery and oversight of the treatment of clients' chronic or episodic psychiatric needs.
 - ii. Completing and documenting screenings and diagnostic assessments.
 - iii. Ordering laboratory tests.
 - iv. Prescribing, dispensing, and monitoring the safety and effectiveness of psychiatric medications.
 - v. Assisting with communication and care coordination with hospitals and other service providers.
 - vi. Regularly conducting client visits in the field, both for routine evaluations and to serve, as clinically indicated, clients who will not or cannot come to the clinic for visits.
 - vii. Maintaining LPS certification to be able to place clients on involuntary hold.
 - viii. Being available for phone consultation with all FSP Wraparound team members when clinical urgencies arise.
 - ix. Being active in facilitating all aspects of hospital admission as needed to support the team (i.e., decision-making, arranging hospital admission, communicating with inpatient unit).
- k. *Support Specialists/Parent Partners/Youth Peer Partners* are individuals with lived experience as a parent (Parent Partner) or young adult client (Youth Peer Partner) of behavioral healthcare services who provide peer-to-peer counseling and support. Support Specialists will be responsible for:
- i. Participating with all other team members in Outreach and Engagement activities
 - ii. Participating with all other team members in ISSP development

- iii. Supporting delivery of Housing Services
 - iv. Supporting the delivery of Recovery-Oriented Services
 - v. Helping to link the clients to Peer based organizations in the community
 - vi. Facilitating Peer support groups to foster healthy peer relationships and to build client capacity to address challenges to their recovery as well as celebrate their accomplishments on the journey to recovery
1. *Behavioral Health Clinician/Substance Use Specialist* (preference for this position to be filled by someone with mental health and substance use treatment expertise) - a Licensed Behavioral Health Clinician (e.g., Clinical Social Worker, Marriage and Family Therapist, Psychologist). While not a required element of Wraparound process, many children, youth, and parents who are served by Wraparound benefit from working with a skilled clinician trained in effective evidence-based and promising practices to support their personal change efforts. When working as a member of the Child and Family Team (CFT) and aligned with the values and practices of Wraparound, the Wraparound Clinician participates in the identification of underlying therapeutic needs of family members which can drive non-functional behaviors, interpersonal challenges, unresolved trauma history and the associated functional strengths. Collaborating with the team process while addressing specific therapeutic goals enables positive contribution to and reinforcement of other goals across multiple life domains. Responsibilities include:
- i. Documenting diagnostic assessments and Care Plan/ISSP
 - ii. Participates in the assessment of family members' needs and strengths when behavioral health needs have been identified, utilizing the CANS for prioritization, and tracking of progress.
 - iii. Engages the parent, youth and/or child in the treatment process, consistent with their identified goals and vision for a better future.
 - iv. Supports youth and parents to prepare and engage with team planning process without compromising their right to hold confidentiality about the therapeutic relationship.
 - v. De-escalates crisis and participates in developing safety plans.
 - vi. Participates as a member of the CFT, helping to develop the individualized Wraparound plan sharing professional knowledge of diagnosis and behavior while maintaining the confidentiality of the treatment process.
 - vii. Participates in the identification of underlying therapeutic needs of family members which can drive non-functional behaviors, interpersonal challenges, unresolved trauma history and the associated functional strengths
 - viii. Participates in the assessment of family members' needs and strengths when behavioral health needs have been identified, utilizing the CANS for prioritization, and tracking of progress.
 - ix. Supports youth and parents to prepare and engage with team planning process without compromising their right to hold confidentiality about the therapeutic relationship.
 - x. Tracks progress on clearly articulated goals/objectives with measurable effects in functional areas of the youth and caregivers' lives.

- xi. Forges respectful, effective partnerships with youth, caregivers and other CFT members and colleagues.
 - xii. Completes required documentation.
 - xiii. Participates in the recognition of success.
 - xiv. Provides crisis intervention
 - xv. Provides other clinical interventions including psychotherapy that promote behavioral health wellness and recovery.
 - xvi. Provides individual- and group-based therapeutic interventions, including primarily short-term, solution-focused therapeutic interventions.
 - xvii. Provides trauma-informed services throughout each stage of the recovery process.
 - xviii. Offers support for improving social functioning and problem-solving skills.
 - xix. Provides psychoeducation and support to clients and their family members.
 - xx. De-escalates crisis and participates in developing safety plans
 - xxi. Participates in the recognition of success.
- m. *Clinical Supervisor*: The Supervisor is responsible for the recruitment, selection, training, coaching and management of staff who provide direct services to parents, caregivers, youth, and families receiving Wraparound services. The Supervisor facilitates Continuous Quality Improvement (CQI) activities leading to improvements in employee skills and abilities, CFT processes and outcomes, and the program in general. The Supervisor demonstrates transparency and accountability in their leadership style, fostering a high level of trust, while supporting individual employee growth and self-care. Ensures high-fidelity practice of direct reports, as well as compliance with documentation and other regulatory requirements. When performance problems arise in the form of unmet expectations or complaints, they are approached from a learning and growth perspective. In situations of poor job fit, it is acknowledged as such, without blame or drama. Where internal barriers to success exist, the supervisor is responsible to fix or work with upper management to address the problem.
- i. Recruits, interviews, and hires candidates who possess innate personal qualities and the capacity to learn and deliver effective Wraparound services.
 - ii. Seeks to understand the role of tribes and the Indian Child Welfare Act (ICWA), as applicable to Wraparound.
 - iii. Provides high-fidelity Wraparound training, including routine coaching, supervision, and in-the-field observation with feedback.
 - iv. Creates employee development plans and performance evaluations.
 - v. Facilitates team meetings to coordinate care for families, recognizing and celebrating successes, as well as identifying and reducing barriers and other concerns.
 - vi. Serves as a consultant to staff and CFTs to assist with effective problem-solving when teams are stuck, in conflict, or need help with securing relevant community resources.

- vii. Is accessible to direct care personnel, youth and families, colleagues, stakeholders, and community members as needed.
 - viii. Demonstrates understanding of the fiscal and administrative requirements of contracts and translates it so that direct care staff understand how it informs expectations for their own positions and program performance.
 - ix. Demonstrates the ten principles and standards of Wraparound care as they relate to the leadership and guidance to employees resulting in high job satisfaction of direct reports.
 - x. Implements retention strategies that ensure satisfactory and high performing employees are retained as often as possible.
- n. *Housing/Independent Living Skills Specialist*– the position may be a Community Health Worker, Case Manager, or Clinician with specialized training in providing housing and independent living skills services, including the following responsibilities:
- i. Work with FSP Wraparound clients to achieve their housing goals
 - ii. Outreach to property owners and managers, and maintain professional relationships in order to promptly address concerns to avert evictions
 - iii. Assist clients and families in applying for and securing housing and the development of independent living skills to support their retention of the housing
 - iv. Work with other FSP Wraparound team members to ensure delivery of all employment, vocational, education and housing services and provide housing retention support in coordination with the client’s case manager.
- o. *Crisis Response Worker* – the Crisis Response Worker position responds to mental health crises associated with an FSP Wraparound client. Responsibilities include:
- i. Responds in-person to crisis situations
 - ii. Assesses personal safety and that of clients
 - iii. De-escalates situations and works towards consensus with clients and their families in accordance with a safety plan.
 - iv. Maintains contact upon arrival, during the crisis and prior to leaving situations.
- p. *Behavioral Coach/Family Specialist* – this team member provides behavioral coaching to supplement other specialty mental health services. The focus is on developing protective factors and providing supports to develop skills and behavior-management tools to cope with everyday challenges. The Behavioral Coach addresses target behaviors or symptoms that are creating barriers for the client. The Behavior Coach works primarily with the C/Y providing support, enhancing connections in community and school environments that build on or develop strengths, and developing functional coping skills to replace non-productive behaviors. The Behavior Coach also supports parents/caregivers to avoid or navigate crisis escalation patterns, with support from crisis staff available 24/7, in most cases, if the crisis line is contacted. Through the work of the Behavior Coach, parents or caregivers, children and youth, and other important adults are supported to interact in more positive ways, responding to needs effectively and participating in a reciprocal learning process. Responsibilities include:
- i. Engage the C/Y and important adults in their life in authentic supportive, respectful relationships that helps them to attain their vision of a better future.

- ii. Support and ensure respect for C/Y voice, choice, and preference throughout the four phases of Wraparound.
 - iii. Support youth to participate effectively in the CFT process, helping them plan what they want to address and supporting them in the meeting.
 - iv. Provide unconditional support using respectful listening for the C/Y. Identify the antecedents, behaviors, and consequences (ABC's) of targeted nonfunctional behaviors to understand the function of a C/Y's behavior(s).
 - v. With the CFT, develop effective, individualized strategies to address specific unmet needs that reflect the parent and/or C/Y culture, strengths, and preferences.
 - vi. Implement strengths-based behavior plans with individualized and creative strategies, that include supportive linkage to the community and school.
 - vii. Support parents and caregivers to understand the function of C/Y behaviors and to try new skills to meet the C/Y needs when implementing a plan, allowing them to listen better, and to meet their child's needs more quickly
 - viii. Support the youth/child and parents to be more engaged in their family and community environments with skills to manage emotions and reactions in constructive ways.
 - ix. Reframe deficits and challenges into strengths to be honed.
 - x. Recognize and celebrate successes, no matter how small.
 - xi. Assist family members to connect/reconnect in meaningful ways with relatives or other important adults to increase their sense of belonging and purpose.
- q. *Intake Coordinator* - an intake coordinator will receive Wraparound authorizations from BHRS Youth Manager/Supervisor, contact referring providers to obtain necessary documentation, and facilitate a warm hand-off between referring and receiving treatment providers. This function can be provided within the function of another team member, (e.g., the FSP Wraparound Director, the Personal Service Coordinator, or others can fulfill the role of the intake coordinator).
- r. *Administrative Support Staff* - support staff will be responsible for overseeing and/or completing administrative tasks (e.g., scheduling, supplying) required by the FSP Wraparound Team(s). It is highly recommended that FSP Wraparound providers have sufficient administrative staff to support the overall functioning of FSP Wraparound Programs.
- s. *Data and Billing Specialists/Quality Assurance Staff* - Data and Billing Specialists will be responsible for overseeing and/or supporting the completion and submission of billing data, outcomes data, and any additional data reports for the FSP Wraparound Team(s). It is highly recommended that FSP Wraparound providers have sufficient capacity to fulfill the state data requirements and support relevant client outcomes monitoring.

5. Team Meetings

- a. FSP Wraparound Team(s) will have consistent and appropriate team meetings that not only are in the best interest of clients' and their families, but also serve to support all FSP Wraparound Team members and can work as a buffer from vicarious trauma.
- b. No later than five (5) days following authorization by a County designated BHRS representative, a member of the FSP Wraparound team will meet with the C/Y and TAY client and family (as applicable to TAY enrollees) to conduct an orientation and strengths assessment to enroll the client, and to set the groundwork for the first multidisciplinary team meeting.
- c. No later than 5 days following the first multidisciplinary team meeting, a member of the FSP Wraparound team will follow up with the referring provider to provide a status update on the C/Y and TAY client.
- d. FSP Wraparound Team(s) will meet as often as needed in order to address the C/Y and TAY enrollee and their family's needs.
 - i. The frequency of these meetings will be determined by the FSP Wraparound Program Director and FSP Wraparound Program Manager, but it is recommended that there be at least one (1) full team meeting or consultation per week to continue assessing, planning, intervening, tracking, and adapting to monitor a client's response to treatment.
- e. FSP Wraparound Team members will receive individual supervision on a regular basis. The frequency of supervision will be determined by the FSP Wraparound Program Director and FSP Wraparound Program Manager but can be no less than every two (2) weeks.

6. Documentation and Notification

- a. The FSP Wraparound Team Leader will employ guidelines for tracking and communicating ongoing staffing, not limited to the following:
 - i. Notify BHRS in writing of any permanent changes to service days/hours
 - ii. Maintain an organizational chart that delineates the names, roles, and reporting lines of all staff on the team
 - iii. Name partnering agencies or key community partners such as FQHC clinics, County Health Clinics, and free clinics in the organizational chart
 - iv. Submit the organizational chart to BHRS Manager on a yearly basis
 - v. Inform BHRS Manager within 2 weeks of any changes in the positions included in the organizational chart or changes to the staff reporting lines
 - vi. Notify BHRS Manager of staff vacancies and provide a remediation plan for addressing prolonged vacancies lasting 4 weeks or longer

H. CULTURAL RESPONSIVENESS

FSP Wraparound providers will provide culturally responsive services to ensure compliance with the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Office of Minority Health (OMH), U.S. Department of Health and Human Services (HHS). FSP Wraparound

providers will be expected to consult with BHRS if unable to comply with any of the following requirements:

1. Cultural Competence Plan

- a. Submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families, and the workforce. This plan will be submitted to the BHRS Clinical Services Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year. The annual cultural competence plan will include an update, not limited to, the following:
 - i. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - ii. Forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - iii. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender, and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - iv. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (recruit, hire and retain staff members who can provide services in a culturally and linguistically appropriate manner.)
 - v. Ensure that all program staff receive at least 8 hours of external training per year (i.e., sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Collaboration in Equity Efforts

- a. Actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC). Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders.
- b. Submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

3. Services in Threshold Languages

- a. Establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are Spanish, Tagalog, and Chinese (Mandarin and Cantonese).
- b. If unable to provide services in those languages, consult with BHRS for additional resources.

4. Document Translation

- a. Translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner.
- b. Use BHRS- translated forms when available in an effort to create uniformity within the system of care.
- c. Submit to ODE by March 31st, copies of health-related materials in English and as translated.

I. QUALITY ASSURANCE

FSP Wraparound providers will provide quality assurance, quality improvement and utilization management services to ensure compliance with all federal, State and County requirements, including compliance with documentation requirements for Medi-Cal reimbursable services. FSP Wraparound providers will be expected to monitor all FSP Wraparound services provided.

1. Communication and Collaboration

- a. FSP Wraparound providers will meet at minimum monthly, or more frequently if requested, with the BHRS Program Manager serving as the FSP Wraparound contract monitor, to provide updates on current census, anticipated admissions and discharges, trouble-shoot challenges, support data collection and other program implementation needs.
- b. FSP Wraparound providers will participate with the County in the development and convening of two (2) annual meetings lasting a minimum of two (2) hours each to review the core minimum Therapeutic Behavioral Health Services (TBS) data elements on access, utilization, and behavioral and institutional risk reduction.
 - i. One (1) meeting will be a general forum open to the public and the other meeting will include designees of local authorities.
 - ii. FSP Wraparound providers will summarize the meeting findings in a brief TBS report within thirty (30) days of each meeting.
- c. FSP Wraparound providers will attend any other type of reviews or meetings organized by the State CDSS, DHCS or BHRS in an effort to monitor fidelity to the FSP Wraparound program, including, but not limited to, the California Wraparound Advisory Committee (CWAC).
- d. FSP Wraparound providers will utilize email encryption software/system approved by BHRS management to ensure efficient and effective exchange of messages.
- e. The FSP Wraparound provider will provide a telephone number and e-mail address where the FSP Wraparound Director may be reached.

2. Continuous Improvement

- a. FSP Wraparound providers will participate in and support all BHRS continuous improvement efforts as they relate to FSP Wraparound services.

- i. This will include quarterly data requests that will be shared with BHRS managers and Counties statewide to support statewide standardization efforts.
- b. FSP Wraparound providers will assist BHRS in the formation and management of a *Community Advisory Board*, which will be a volunteer group of individuals that represent the interests of children, youth, and TAY with serious emotional disturbances in San Mateo County.
 - i. The Board advises the FSP Wraparound programs and provides ongoing direction about program policy, planning and development of C/Y/TAY FSP Wraparound services.

3. Quality Improvement Plan

- a. FSP Wraparound providers must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30.
- b. The Quality Improvement Plan should address the following:
 - i. How the FSP Wraparound provider will comply with all elements of this Agreement
 - ii. Maintain an audit disallowance rate of less than five percent (5%)
 - iii. First appointment will be within ten (10) days of referral or request of service.
- c. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements.
 - i. Additional feedback may be available if requested prior to the submission date.

4. County Observations

- a. In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the FSP Wraparound provider services at any time during regular business hours.
 - i. Personnel will not unreasonably interfere with the FSP Wraparound providers' performance.

J. REPORTING AND EVALUATION REQUIREMENTS

The FSP Wraparound provider will establish and utilize a comprehensive Data Collection and Reporting Plan to assure the County a consistently high level of data throughout the term of the FSP Wraparound Contracts. FSP Wraparound providers will be expected to submit to BHRS the Data Collection and Reporting Plan upon request for review.

1. FSP Wraparound Outcomes

- a. FSP Wraparound providers will maintain accurate, timely reporting of outcome data to allow for monitoring of program's effectiveness and allow for continuous improvement strategies. The following are prioritized FSP Wraparound outcomes:
 - i. Increased stable housing (TAY Only)

- ii. Reduced justice involvement (TAY Only)
- iii. Engagement in workforce, education, and/or training (TAY Only)
- iv. Increased school attendance, engagement, & performance (C/Y Only)
- v. Reduced utilization of psychiatric facilities
- vi. Increased social connectedness
- vii. Improved quality of life

2. Reporting Requirements

- a. The FSP Wraparound provider will provide, via San Mateo County, Client and Service Information (CSI) to meet State Department of Health Care Services (DHCS) requirements.
- b. FSP Wraparound providers will report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the BHRS Management Information System (MIS) Unit.
 - i. The data will become incorporated into a year-end report, which will include such information as the Director requires to permit reporting, monitoring, and evaluation of FSP Wraparound program.
- c. FSP Wraparound providers will collect and report to BHRS monthly a list of consumers that are maintained in a locked setting (including SMMC, 3AB or other psychiatric facility, jail and/or prison) for more than 60 days.
- d. FSP Wraparound providers will provide monthly a list of consumers that have had no contact with the FSP Wraparound program (for any reason) for more than 45 days.

3. Data Collection

- a. FSP Wraparound providers will be expected to collect, data enter, manage, and submit data as directed by BHRS to demonstrate FSP Wraparound client outcomes, inclusive of guidelines set forth by DHCS.
- b. FSP Wraparound providers will utilize the following FSP Wraparound data collection tools as required by DHCS:
 - i. Partnership Assessment Form (PAF); to collect baseline information of clients including, referral source, demographics, and past history.
 - ii. Key Event Tracking (KET) Form; to track major events in the client status; *those which are best measured as the changes are occurring.*
 - a) These would be domains such as residential status for which all changes are relevant. For example, it is important to know when and to what type of residence a person moved, in order to count the days in different types of residences, as well as the progression toward more independent living over time. If residential status is only collected on an interim basis, e.g., annually, the resulting data are not very meaningful, nor useful.
 - iii. Quarterly Assessments (3M) Form; to collect current client status every three months.

- a) This measure will produce quarterly summaries of the client's progress in important areas such as, education, financial support, legal status and issues, health status, substance use, and activities of daily living.
- c. FSP Wraparound Team(s) will ensure the accuracy of their data.
- d. Data will be entered either directly into the DHCS maintained Data Collection and Reporting (DCR) system or the FSP Wraparound provider's electronic healthcare record (EHR) system.
 - i. If FSP Wraparound provider will enter data directly into the DCR, FSP Wraparound provider will participate in all pertinent DHCS training to ensure timely and accurate data entry.
 - ii. If FSP Wraparound provider will enter data into their agency's EHR system, FSP Wraparound provider will have the ability to provide the data to BHRS in the format required by DHCS for XML batch data upload into the DCR.
- e. FSP Wraparound providers will submit a year-end report, using Attachment C – MHSA FSP Wraparound Annual Reporting Form, by the fifteenth (15th) of August each fiscal year to the MHSA Manager that includes program narrative, success, challenges, and clients' stories.

4. Evaluation Activities

- a. FSP Wraparound providers will be expected to collect data on a consistent basis to allow for annual evaluation reports and at any time as requested for any past time frame.
- b. BHRS will work with the FSP Wraparound provider to ensure that any evaluation data collected includes client and family perspective in order to ensure meaningful interpretation and reporting of data.
- c. FSP Wraparound providers will support facilitation of annual evaluation activities as determined by BHRS, which will include focus groups and/or key interviews of clients and families to assess the impact of FSP Wraparound services.

III. Submission Requirements

A. SUBMISSION DEADLINE

Proposals must be electronically received by **[insert time]**, on **[insert date]** via Public Purchase (details below).

Allow sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. The County will not be responsible for and will not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at support@thepublicgroup.com :

http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

Late submissions will not be considered.

B. PRE-SUBMISSION REGISTRATION

Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

It is recommended that organizations complete this registration as soon as possible to allow enough time for it to be processed. Each registration is manually reviewed and approved by Public Purchase and this might take time. The County will not be responsible for and will not accept proposals that are late due to a failure to register in the Public Purchase system.

C. SUBMISSION VIA PUBLIC PURCHASE

1. Submission of Proposals:

Required documents - each of the following documents should be submitted and clearly labeled:

- a. Letter of Introduction
- b. Minimum Qualifications Checklist
 - i. Medi-Cal Certification

- c. Service Implementation Proposal
- d. Agency Qualifications
- e. Team Qualifications
- f. Cultural Competence Plan
- g. Policies & Procedures as available
- h. Staff Training Plan
- i. Organizational and FSP Wraparound Team Chart
- j. Resumes as available
- k. Letters of Support and References
- l. Budget

2. Electronic Submissions

Include the proposer's name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate, and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system. Late submissions will not be considered.

3. Conflicts Between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

4. Format

Documents should be created in the following format:

- a. Text be unjustified (i.e., with a ragged-right margin)
- b. Pages have margins of at least 1" on all sides (excluding headers and footers)
- c. If the proposal is lengthy please include a Table of Content
- d. PDF format is preferred

5. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waiver will not modify any remaining RFP requirements.

D. TECHNICAL PROPOSAL (MAXIMUM OF 20 PAGES)

The maximum page limit for your proposals should be 20 pages, not including the Table of Contents and attachments. **NOTE:** One (1) page of content is measured as 1-sided letter sized page. Pages that exceed the maximum page limit will not be reviewed or scored.

Agencies interested in responding to this RFP must submit the following information, in the order specified below:

1. Introduction (up to 1 page)

Submit a Letter of Introduction. The letter must contain:

- a. Name, title, and contact information (email, phone, and address) for representative of the proposing agency who is responsible for communication related to this RFP
- b. Signature of person authorized to obligate the agency to perform the commitment contained in the proposal
- c. Submission of the letter will constitute a representation by the agency that you are willing and able to perform the commitments contained in the proposal and have not violated the terms of this RFP.

2. Statement of Minimum Qualifications (up to 1 page)

Describe how the agency meets the minimum qualifications as set forth in Section IV. Evaluation and Selection Criteria, A. Minimum Qualifications of this RFP.

- a. Submission of the MQ checklist does not negate the requirement to provide a detailed written response.

3. Service Implementation Proposal (up to 15 pages)

Describe how you propose to perform the activities in Section II: SOW. Be detailed in addressing the following questions at minimum:

- a. How will you ensure that all FSP Wraparound staff reflect the core values and principles? Include your Cultural Competence Plan and/or other relevant documents.
- b. Which FSP Wraparound Team(s) are you proposing to provide?
- c. How will your program meet the FSP Wraparound program minimum service requirements (e.g., therapy, housing supports, supported employment/education, language assistance, etc.)?
 - i. What interagency and community collaborations do you have in place to provide access to additional supports available to FSP Wraparound clients?
- d. What does a clinical workflow look like in your organization, from referral/enrollment through program completion?

- i. How do you ensure appropriate after-hours access to services for clients and crisis supports as needed?
- e. Does your agency have policies and procedures in place for accessing flexible funding for your clients? If so, please include as an attachment.
- f. What does on-boarding of staff and ongoing training look like for your organization? Include your Staff Training Plan.
- g. How do you address staff shortages and staff retention?
- h. What quality assurance processes and metrics do you employ?
 - i. How do you ensure timely, accurate data is being utilized to inform service delivery and improvements?
 - ii. What is your approach to improving revenue generation?
- i. Does your agency have an established Data Collection and Reporting Plan to support DHCS data reporting requirements?
 - i. How do you ensure staff are compliant and timely with data collection tools, data entry and reporting requirements?
 - ii. What systems will be in place to ensure that up-to-date data is available regularly and at minimum on a quarterly basis?
- j. Describe any other services and activities that you proposed to provide, including schedule and ability to complete the program activities within the County's required time frame; innovations that your agency will provide for this program (e.g., efficiency, technology, and sustainability improvements).

4. Agency Qualifications (up to 1 page)

- a. Provide information on your agency's background and qualifications which addresses the following:
 - i. A brief description of the agency, as well as how any joint venture or subcontractors would be structured, listing each agency's responsibility of services
 - ii. A description of not more than three (3) programs similar in size and scope prepared by your agency including budget, and brief program summary.
 - iii. If joint venture or subconsultants are proposed, provide information on how they will be used in the program.

5. Team Qualifications (up to 2 pages)

Describe the FSP Wraparound Team(s) qualifications; include attachments (these do not count towards the 2 pages), e.g., organizational chart, team chart, resumes, etc.:

- a. Program team and reporting structure
- b. Lead program manager
- c. Each team member's role in the program

- d. Provide a brief description of the experience and qualifications of the program team members, including short resumes if necessary.

6. Letters of Support & References (attachment)

Provide letters of support and at least two references for the lead agency and lead program manager. Provide the name, address, and telephone number of at least 2 but no more than 3 recent clients (preferably other public agencies).

7. Budget (use attached template) & Budget Narrative (attachment, up to 2 pages)

The County intends to award this contract to the agency that it considers will provide the best overall program services. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

8. Additional Attachments

Provide additional documents requested throughout the RFP, or as deemed necessary to support your proposal, as attachments. These will not count towards the maximum page limit for your proposal and should include all plans, policies and procedures, organizational charts, resumes, etc. **NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.**

IV. Evaluation and Selection Criteria

A. MINIMUM QUALIFICATIONS

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract. Proposer is defined as the lead agency or joint venture that is proposing on this RFP.

1. Minimum Qualifications

Proposers must meet the following:

- a. Minimum of 3 years of experience in providing comprehensive mental health services for target population described in this RFP.
- b. Minimum of 3 years of experience providing culturally responsive services to communities from diverse backgrounds
- c. Demonstrate language ability and/or capacity to subcontract for interpretation services in the following threshold languages: Chinese (Mandarin and Cantonese), Spanish, and Tagalog.
- d. Fully compliant with Electronic Health Record (EHR) requirements of BHS including using AVATAR (preferred) or an alternative electronic, HIPAA approved method to

share client information and notes, an electronic claim submission process and a system for quality assurance.

- e. Medi-Cal certified by July 1, 2023 (if not already). Submit documentation of one of following:
 - i. Medi-Cal certification approval from San Mateo County
 - ii. Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this requirement); or
 - iii. Proposers must include a copy of their certification approval letter or provisional certification letter or proof of submission for certification; or 4) a copy of the DPH Medi-Cal Certification Screening Tool.
- f. Proposer is registered and in good standing with [SAM.gov](https://sam.gov)
 - i. In order for an agency to pass the minimum qualifications and to be considered for contract award the agency will be in good standing with Federal Government agencies and the State of California. Agencies that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

B. SELECTION CRITERIA

The proposals that meet the minimum requirements stated in section IV. A. Minimum Qualifications of this RFP will be reviewed and scored by an RFP Evaluator Panel comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below for a total proposal score of up to 100 points. Agencies with the highest scoring proposals may be interviewed to make the final selection.

1. History and Structure of Proposer (up to 10 points)

- a. Proposer has expertise in delivering services to children, youth and transition-age youth who have a Serious Emotional Disturbance (SED).
- b. Agency has demonstrated record of positive community collaboration with clients, families and organizations that provide additional supports to them.
- c. Agency's track record in contract compliance, including accounting and record-keeping requirements.

2. Philosophy and Service Model (up to 20 points)

- a. Proposal demonstrates understanding and commitment to the intent of the FSP Wraparound services, as described in the RFP.
- b. Philosophy matches the Values and Principles (i.e., wraparound, integrated MH/SU, whole person care, trauma-informed, recovery-oriented, cultural

responsiveness, peer supports, family engagement and empowerment of clients), as described in the RFP.

- c. The service implementation proposal is comprehensive and addresses the FSP Wraparound minimum service requirements (e.g., therapy, housing supports, supported employment/education, language assistance, etc.)
- d. The clinical workflow is comprehensive and addresses the flow from referrals through program completion, including after-hours access to clients.

3. Staffing Patterns and Training (up to 15 points)

- a. Staffing plan is responsive to team-based model and service needs, as described in the RFP.
- b. Staff reflect the values of the FSP Wraparound services and key staff have direct experience with FSP Wraparound services.
- c. Staffing patterns including staff to client ratio are adequate.
- d. The Staff Training Plan addresses on-boarding, credentialing, and ongoing training of staff to ensure high-fidelity FSP Wraparound services.
- e. There is a plan to address staff challenges related to vacancies, recruiting, hiring and retention of staff.
- f. Resumes of key staff were provided.

4. Cultural Humility (up to 10 points)

- a. Culturally responsive, trauma-informed, and alternative models of care are embedded in the proposed service model
- b. A Cultural Competence Plan and/or other relevant documents were included to ensure that services and staff reflect the core values and principles of the FSP Wraparound model.
- c. Are there other areas of strength, in serving culturally diverse populations?

5. Quality Improvement/Program Evaluation (up to 10 points)

- a. The Quality Improvement Plan addresses all requirements of FSP Wraparound and describes processes and metrics necessary to ensure outcome-based services and continuous improvement objectives.
- b. The Data Collection and Reporting Plan addresses all FSP Wraparound data collection, data entry and reporting requirements and describes the systems in place to support staff compliance.

6. References (up to 10 points)

- a. References are relevant to the services being provided
- b. References are diverse (e.g., peers, families, community agencies, County agencies, etc.)

7. Budget (up to 25 points)

- a. The budget aligns with available resources.
- b. There is detailed and clear explanation of the service costs, the costs are realistic and include other revenue sources.
- c. The service proposal leverages external resources to maximize services and additional supports for clients.
- d. Are there any gaps in the budget?

V. Instructions to Proposers

A. PRE-PROPOSAL CONFERENCE

Proposers are encouraged to attend a pre-proposal conference on **September 15, 2022, at 11:00 a.m. to 1:00 p.m.** RSVP to brjohnson@smcgov.org no later than September 9, 2022 if you plan to attend and to receive a meeting invite emailed directly to you. Or call in (audio only) +1 628-212-0105,,15131752# United States, San Francisco, Phone Conference ID: 151 317 52#

All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please post them on Public Purchase.

All attendees must be pre-registered by contacting Brad Johnson, Contracts Manager at brjohnson@smcgov.org.

B. COMMUNICATIONS

As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

Proposers may not agree to pay any consideration to any company or person to influence the award of a Contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Contract.

The above restriction does not apply to communications with the County regarding business not related to this RFP.

C. CONTRACT AWARD

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

1. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

2. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

3. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

VI. Terms and Conditions for Receipt of Proposals

A. ERRORS, OMISSIONS, AND INQUIRIES REGARDING THE RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in Public Purchase, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries regarding the RFP should be lodged in Public Purchase.

B. OBJECTIONS TO RFP TERMS

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Department setting forth with specific grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph will constitute a complete and irrevocable waiver of any such objection.

C. ADDENDA

The County may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on Public Purchase. The proposer will be responsible for ensuring that its proposal reflects any and all Addenda issued by the County prior to the proposal due date regardless of when the proposal is submitted. Therefore, the County recommends that the proposer consult Public Purchase frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

D. TERM OF PROPOSAL

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the contract and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. REVISION OF PROPOSAL

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

The County may cancel, revise, or reissue this RFP, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this RFP will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

F. ERRORS AND OMISSIONS IN PROPOSAL

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new RFP is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

H. NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a Contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

I. FINANCIAL RESPONSIBILITY

The County accepts no financial responsibility for any costs incurred by a agency in responding to this RFP. Submissions of the RFP will become the property of the County and may be used by the County in any way deemed appropriate.

J. ESTIMATED QUANTITY

If the RFP results in an indefinite quantity or a requirements Contract, the goods and services actually requested by the County may be less than the maximum value of the Contract and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Contract.

K. PUBLIC RECORD

1. General

- a. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this RFP will be a public record.
- c. Submission of any materials in response to this RFP constitutes:
 - i. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - ii. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - iii. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - iv. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

2. Confidential Information

- a. The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.

- d. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

L. RESERVATIONS OF RIGHTS BY THE COUNTY

The issuance of this RFP does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- 1. Waive or correct any defect or informality in any response, proposal, or proposal procedure.
- 2. Reject any or all proposals.
- 3. Reissue a Request for Proposals.
- 4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the proposals.
- 5. Procure any materials, equipment or services specified in this RFP by any other means; or
- 6. Determine that no project will be pursued.

M. NO WAIVER

No waiver by the County of any provision of this RFP will be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. COOPERATIVE AGREEMENT (PIGGYBACK)

Any contract/s that will result from this competitive solicitation is being conducted as a Cooperative Procurement. The services, terms and conditions of the resulting contract may be used by other organizations as a Cooperative Agreement.

This clause in no way commits any SMC affiliate to procure services from the awarded contractor, nor does it guarantee any additional orders will result., It does allow interested organizations, at their discretion, to make use of this competitive procurement (provided said process satisfies their own procurement guidelines) and contract directly from the awarded contractor. All purchases made by SMC affiliates will be understood to be transactions between that organization and the awarded contractor; SMC will not be responsible for any such contracts.

VII. Protest Procedures

A. PROTEST OF NON-RESPONSIVENESS DETERMINATION

Within five (5) working days of the County's issuance of a notice of non-responsiveness, any agency that has submitted a proposal and believes that the County has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day following the County's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

B. PROTEST OF CONTRACT AWARD

Within five (5) working days of the County's issuance of a notice of intent to award the contract, any agency that has submitted a responsive proposal and believes that the County has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the County on or before the fifth working day after the County's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the County to determine the validity of the protest.

C. DELIVERY OF PROTESTS

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Protests@smcgov.org

Subject: RFP Name and Number

Appendix A – Minimum Qualifications Checklist

Complete this form and attach it to your agency's Proposal

I, **Insert Name**, am a **Insert Title** at **Insert Agency** and am authorized to execute this Certification on its behalf.

Minimum Qualifications

Proposals will be accepted only from agencies that meet the following required qualifications. Please check box if your agency meets these qualifications:

- ☐ Minimum of 3 years of experience in providing comprehensive mental health services for target population described in this RFP.
- ☐ Minimum of 3 years of experience providing culturally responsive services to communities from diverse backgrounds
- ☐ Demonstrates language ability and/or capacity to subcontract for interpretation services in the following threshold languages: Chinese (Mandarin and Cantonese), Spanish, and Tagalog.
- ☐ Fully compliant with Electronic Health Record (EHR) requirements of BHS including using AVATAR (preferred) or an alternative electronic, HIPPA approved method to share client information and notes, an electronic claim submission process and a system for quality assurance
- ☐ Medi-Cal certified by July 1, 2023 (if not already). Submit documentation of one of following:
 1. Medi-Cal certification approval from San Mateo County
 2. Medi-Cal certification approval from another California county (DPH will accept Medi-Cal certification from other counties as written documentation for meeting this requirement); or
 3. Proposers must include a copy of their certification approval letter or provisional certification letter or proof of submission for certification; or 4) a copy of the DPH Medi-Cal Certification Screening Tool.

Required Registration

Please check box to indicate your agency is registered with the System for Award Management (SAM).

- ☐ Proposer is required to be in good standing with <https://sam.gov/SAM/>
 1. Registered as **Business Name**
 2. DUNS No. **Business Number**:

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: _____

Date: Click or tap to enter a date.

Appendix B: Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet					Yr. 1	Yr 2	Yr 3
A. Direct Expenditures							
1. Personnel Expenditures							
a. Employee Salary – list all employees							
i. Executive Director, salary, % of time							
ii. Employee 1, title, salary, % of time							
iii. Employee 2, title, salary, % of time							
iv. Employee 3, title, salary, % of time							
b. Subtotal of all salaries							
c. Employee Benefits							
i. Part time benefits							
ii. Full time benefits							
iii. Subtotal of benefits							
d. Subtotal Personnel Expenditures							
2. Operating Expenditures							
a. Rent							
b. Utilities							
c. Administrative Expense							
i. General Office Supplies (paper, toner, postage, etc.)							
ii. Janitorial							
iii. Staff development (training, conferences, meetings)							
iv. Insurance							
v. Equipment maintenance							
vi. Other - describe							
d. Telephone, cell phones, fax, voicemail							
e. Web/internet (if applicable)							
f. Other operating expenses – describe in budget narrative							
g. Subtotal Operating Expenditures							
3. Total Direct Expenditures							
4. Indirect Expenditures (15%)							
a. Human Resources							
b. Finance							
c. Information Technology							
d. Legal							
e. Other -describe							
C. Revenues – if applicable					Yr. 1	Yr. 2	Yr. 3
a. Grants							
b. Donations							
c. Other Revenue							
Total Revenues							
D. Start-Up Costs (describe in budget narrative)							
a.							
b.							
c.							
d. Subtotal One-Time Start-Up Costs						N/A	N/A
E. Total Proposed Budget							

APPENDIX C



SAN MATEO COUNTY HEALTH

**BEHAVIORAL HEALTH
& RECOVERY SERVICES**

MHSA FULL SERVICE PARTNERSHIP (FSP) ANNUAL REPORT

Please complete the following report by August 31st for the previous fiscal year (July 1– June 30) program services. Email report to mhsa@smcgov.org.

Please submit your report as a Microsoft Word file (no pdf), narrative should be in third person to facilitate the aggregate reporting, transferring of graphs/tables into the MHSA Annual Update that we submit to the State of California.

1. AGENCY INFORMATION

Agency Name:

MHSA-Funded Program Name:

Program Manager Name:

Email:

Phone Number:

2. PROGRAM DESCRIPTION

In 300-500 words, please provide a brief description of your program, include:

- 1) Program purpose
- 2) Target population served
- 3) Primary program activities and/or interventions provided

3. NARRATIVE

Please describe how your program:

- 1) Improves timely access & linkages for underserved populations
- 2) Reduces stigma and discrimination
- 3) Increases number of individuals receiving public health services
- 4) Reduces disparities in access to care
- 5) Implements recovery principles

4. SUCCESSES & CHALLENGES (INCLUDE PHOTOS/QUOTES)

5a. Successes: Is there an intervention your program is especially proud of? Please include 1-2 client stories as an example of program success.

If a client story is used, with appropriate consent, **please include pictures and/or quotes** from the client to help us personalize your program and the report.

5b. Challenges: Have there been any challenges in implementing certain program activities and/or interventions? What are some solutions to mitigate these challenges in the future?

5. UNDUPLICATED CLIENT INFORMATION & DEMOGRAPHICS

Number of unduplicated clients served: _____

Number of unduplicated families served: _____

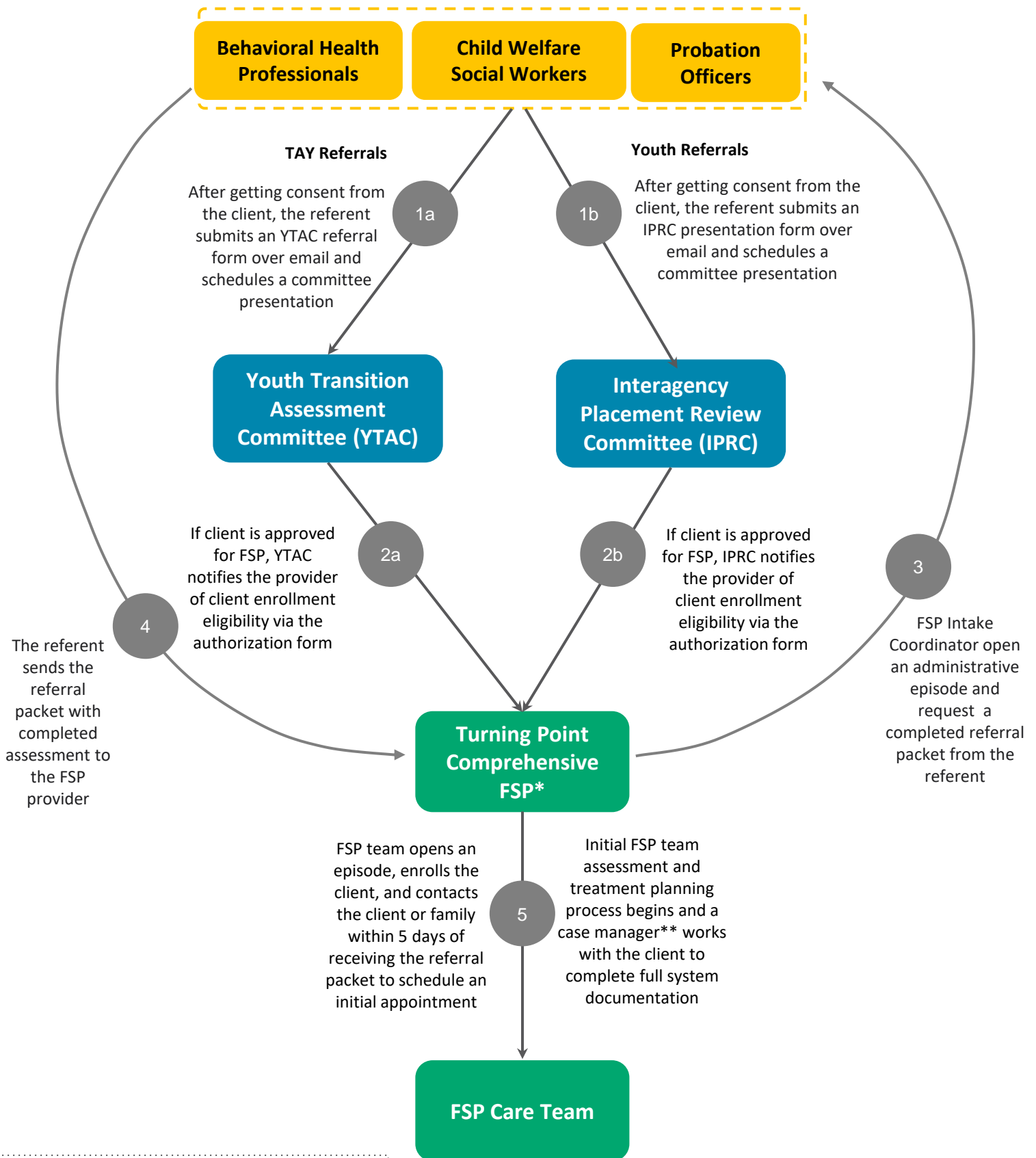
OUTCOME DATA & PROGRAM IMPACT

N/A: Full Service Partnership (FSP) data is analyzed by an independent consultant, American Institute for Research based on collected and submitted Participant Assessment Forms (PAF), Key Event Tracking (KET) Forms and Quarterly 3-Month (3M) Forms.

**Please reach out to Doris Estremera, MHSA Manager (650)573-2889, if you have any questions.*

BHRS Comprehensive Turning Point FSP Referral Flow Chart: Youth and TAY

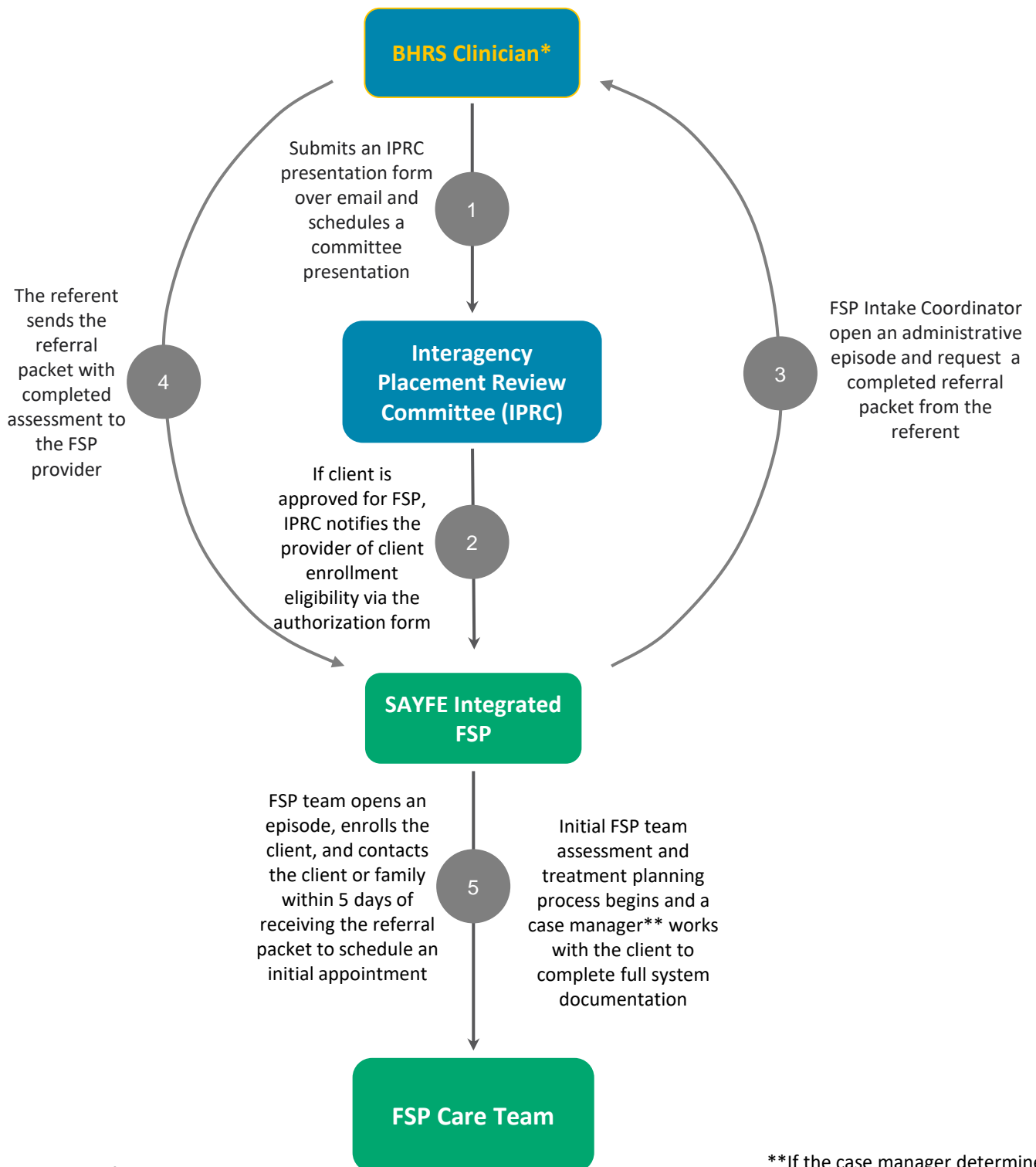
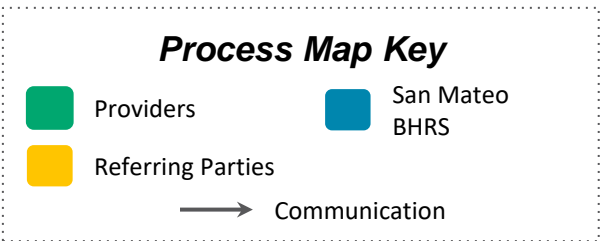
Appendix D



*Youth Case Management and Youth to Adult Transition Program may also make direct referrals to an FSP program without going through Committee. This exception is primarily made for individuals discharging from hospitals to ensure for continuity of care for this high-need population.

**If the case manager determines a higher level of care is needed, they will contact the BHRS program manager for consultation on how to proceed

BHRS Integrated SAYFE FSP Referral Flow Chart



*In some cases, a referral may come from the local school district in partnership with a school-based clinician

**If the case manager determines a higher level of care is needed, they will contact the BHRS program manager for consultation on how to proceed

Roles and Responsibilities

The County's BHRS Youth Team and Youth to Adult Transition Program will manage the overall referral process. The authorization process is managed by the review / authorization committees (Interagency Placement Review Committee (IPRC) and Youth Transition Assessment Committee (YTAC). The IPRC has the authority to approve all wrap services for C/Y FSP clients, while YTAC approves all wrap services for TAY. All clients will be referred and assigned to Providers through this process.

Referrants: Providers that serve individuals that may be eligible for FSP services (Behavioral Health Professionals, Child Welfare Social Workers, Probation Officers, Clinicians, etc)

Interagency Placement Review Committee (IPRC): A multidisciplinary committee that consists of representation from BHRS, school districts, etc. that approve Youth FSP Services

Youth Transition Assessment Committee (YTAC) A multidisciplinary committee that consists of representation from BHRS and TAY CBOs that approve TAY FSP services.

Turning Point Comprehensive FSP: An FSP program that provides comprehensive wrap around services outside of county BHRS services.

SAYFE Integrated FSP: An FSP program that provides wrap around services that is integrated with county BHRS services.

FSP Client: An individual that meets eligibility criteria in Paragraph 1.2 of the Service Exhibit**, is enrolled in Child/Youth FSP Services or TAY FSP Services and receives Child/Youth FSP Services or TAY FSP Services through this Agreement.

BHRS Program Manager: BHRS staff person serving as the designated FSP contract monitor.

San Mateo BHRS: Child/Youth/TAY FSP Step Down Guidelines

Multi-County FSP Innovation Project

Developed Spring 2022

Table of Contents

- Context & Purpose [pg. 3]
- At Enrollment [pg. 4-5]
 - Discussing step down
- Throughout Services [pg. 6-14]
 - Frequency of step down discussions
 - Knowledge transfer for departing staff
 - Involving clients and families in the step down decision process
 - Leveraging step down criteria
 - Titrating services
- Preparing for Transition [pg. 15-19]
 - Planning for step down
- Transition [pg. 20-22]
 - Facilitating a warm hand-off
- Step down Criteria [pg. 24-27]

Context and purpose of the step down guidelines

Purpose for the guidelines: With these step down guidelines, San Mateo BHRS hopes to promote a shared understanding of step down eligibility and process for children, youth, and families, Full Service Partnerships (FSP) programs, and outpatient teams in San Mateo County. The goals for the guidelines are as follows:

- Ensure that children, youth, and families continue to **experience a seamless service delivery**, despite going through a transition;
- Ensure that **children, youth, TAY, and families feel accomplished and confident** that they are ready to step down;
- All stakeholders involved feel satisfied with the step down process from start to finish; and
- Ensure there is **a warm handoff to outpatient services** or alternative step down programs

How they will be used: These step down guidelines will serve as a tool for FSP providers to adopt a client-centered approach in cases of **successful step down** (i.e., a client has progressed enough that they are ready for lighter-touch care).

What they are not: These protocols are not intended to serve as a compliance exercise or rigid requirements that care teams must follow, but rather as a guiding resource for care teams as they navigate an often fluid process. This guide is also not meant for disenrollments that are not considered a successful step down (e.g., disenrollment due to lack of engagement, client moving, etc.)

at enrollment

throughout services

preparing for transition

When should FSP care teams begin discussing step down with FSP clients?

FSP care teams should begin discussing step down on Day 1 of a client's journey in FSP

During the screening process, care teams should set the expectation that they are there to support clients and families for as long as it takes to build the skills necessary to transition to less intensive care, while also explaining that **FSP is meant to be a temporary program**. The key messages that need to be communicated to the client are 1) FSP is an intensive program designed to help the most in need individuals progress towards the stability necessary to thrive within a lower level of care, and 2) the program is going to support the client at every step of their journey in FSP and eventually support them through the transition to a lower level of care. Step down should also be framed as an accomplishment, as it signifies growth and progress on behalf of the client on their recovery journey.

Setting the expectation from the beginning that FSP is a temporary program will help ensure that the client is not surprised with that information later in their recovery journey. The more step down is not seen as an abrupt end, the better the client's transition will be. For the **Child SAYFE program**, the BHRS clinician will lead this conversation and should make it clear that while other FSP integrated team members will peel off at the point of step down, the BHRS clinician will continue providing treatment at a lower level of care. For **Child Comprehensive and TAY programs**, both the FSP clinician and/or case manager can lead this conversation.

FSP Care Team Discussion Prompts: At Enrollment

[This program] will help you build skills and coping mechanisms, so that you more easily live the kind of life you want to. We'll be providing very intensive support, like [examples] as you work through your recovery journey. As you make progress and need us less, we'll work with you to adjust the level of support we give you, so that you have room for more independence. While we won't be with you forever, we will be here for as long as you need us to in order to help you get better.

Someday, you'll find that you don't need the really intensive support we provide anymore, and you'll "step down" to less intensive services that are a better match for your needs. When you're ready for that, we'll help you find a therapist and [other examples as appropriate: housing, benefits, employment training, substance use support]—and then we'll celebrate. It takes different people different lengths of time to be ready to make that move, but no one will be here forever. Until you're ready, we'll be here to support you.

"What would being ready to move on from [program] look like for you?"

"When you think about being 'recovered,' 'independent,' or 'stable,' what looks different in your life from how it is today?"

What do you hope to learn or accomplish while you're with [program]?

- What are your top three priorities or goals? *(suggest indicator categories as prompts)*
- What do you want your life to look like 6 months from now? How about a year? 2 years?

at enrollment

throughout services

preparing for transition

How frequently should care teams discuss step down?

Care teams, clients, and their families should discuss progress towards step down at least every 6 months in conjunction with a clinical assessment and progress check in

An FSP care team member should conduct a progress check-in with each FSP client and their families as frequently as they deem clinically necessary but **no less than every six months**. Care teams should be meeting to discuss a client's progress towards meeting their goals at least on a biweekly basis. For children ages 6-20, care teams should align this check-in with their completion of the CANS assessment with the client. For TAY clients, it should happen every six months regardless of which evidence-based assessments are used. **For SAYFE**, the BHRS clinician will facilitate this conversation. **For Comprehensive FSP and TAY**, this conversation can be led by the case manager, clinician, or that team in tandem. During this check-in, care teams, clients, and families should discuss the clients' progress in FSP, and strategize where additional progress needs to be made for the individual to eventually step down from FSP.

This discussion will also be informed by step down criteria (more guidance on pages 11-12 for how to leverage the criteria) and the client's Individual's Services and Supports Plan (ISSP). If necessary, they should remind the client that at some point FSP will not be necessary and the care team will support the client to transition to an outpatient program or alternative program.

The purpose of biannual progress check-ins with clients is not only to help identify client progress and gaps that need to be addressed to prepare clients for step down but also to ensure that clients and their families are playing an active role in the decision-making process.

FSP Care Team Discussion Prompts: Throughout Services

Revisit question from intake/earlier discussion: “A few months ago, you said that in 6 months you wanted your life to be like [previous client answer].”

- What progress have you made towards that goal?
- What areas are you still working on? What is one step you can take towards this goal?

“Have your goals changed since we last discussed them? (suggest indicators as prompts)

- In 6 months or a year from now, what things about your life now do you want to be the same? What about your life do you want to have changed?”

“What can the program do to support you as you work towards your goals?”

“What progress do you think you’ve made in developing _____? (fill in indicator category)”

at enrollment

throughout services

preparing for transition

How should departing team members transfer knowledge to new care team members so they can ensure a smooth transition for the client and family?

Should staff members leave the FSP care team, there are multiple strategies that they can leverage to transfer knowledge and ensure appropriate support continues for clients and families

- **Leave detailed client notes:** Departing staff should make sure that treatment plans, progress notes, and assessments are up to date. It should be mandatory that new hires or staff members read those notes when beginning to work with new clients.
- **Give adequate notice:** FSP providers should have guidelines in place to minimize gaps in service from certain positions. These guidelines should outline a minimum time of notice, for example, a minimum of two weeks of transition but ideally four weeks.
- **Continuously update internal processes:** FSP providers should ensure that internal processes (regarding systems, decision-making norms, etc.) are documented and up to date. This will help pass along institutional knowledge to new staff members

at enrollment

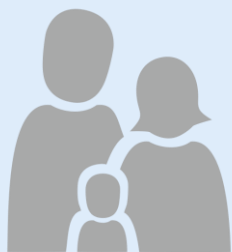
throughout services

preparing for transition

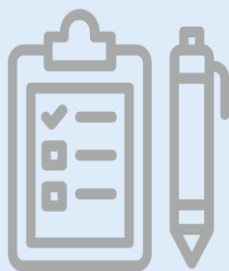
Determining Step Down Readiness:

How should care teams balance clinical judgement with other stakeholders' perspectives when making step down decisions?

In addition to leveraging clinical judgment to determine step down readiness, care teams should also incorporate client and family perspectives, step down criteria, input from other county partners, and the BHRS FSP Review Committee when making step down decisions. Pages 10-14 will discuss how each of these perspectives should be considered when determining step down readiness.



Clients and families



Step Down Criteria



**Other county partners
(e.g., outpatient teams,
schools)**



**BHRS FSP Review
Committee**

at enrollment

throughout services

preparing for transition

Determining Step Down Readiness: How should care teams involve clients and families in step down decisions?

Clients and families should play a large role in step down decision making

BHRS utilizes a co-design approach, in which FSP clients play a role in assessing their own progress, and families/caretakers are involved in their step down decisions. It is important that the client and family's perspective is heard so that they do not feel as though the client is being discharged or transitioned out of the program before they are ready. FSP care teams, clients, and families should be meeting regularly and should be having open and honest conversations about the client's progress, particularly when determining a client's readiness to step down. FSP care teams should respect and listen to the client or family members if there are doubts or concerns about their continued stability after step down. These conversations of discussing readiness with clients and giving readiness feedback should also use culturally responsive approaches.

For the **Child SAYFE program**, the BHRS clinician can reiterate to the client and their family that they will continue to support the client throughout the lower level of care. **For the Child Comprehensive program**, clients will likely be stepping down to outpatient services. **For clients in the TAY program**, the majority will step down to outpatient services, while some could step down to no services at all. Therefore, it is particularly important that the TAY client and families are actively involved in the step down decision-making process so that they feel equipped to maintain their stability without the support of the FSP care team.

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preparing for transition

Determining step down Readiness:

How and when should care teams leverage step down criteria when determining step down readiness?

Care teams should be cross-referencing the step down criteria every time an assessment is conducted throughout a client's FSP journey

The step down readiness criteria (pg. 23-27), are meant to be used as an additional tool for FSP care teams to support the decision-making process. FSP care teams should continuously reference assessment data from CANS, KETS, and 3Ms (at least every six months) to assess progress towards each step down criterion and note where the client is excelling and where the client needs to continue to grow and build skills. These criteria can also be used during conversations with clients, families, and BHRS to contextualize a client's progress in FSP, as well as a tool to complement communicating a client's progress towards their specific treatment goals.

When the FSP care team begins to assess if a client is ready to step down, they should leverage past assessments and treatment notes to assess the degree to which the client has achieved the step down criteria. The following criteria must be achieved for a client to be considered ready to step down:

Child/Youth

- Stably housed
- Stable behavior and symptoms
- Reduced self-harm
- Socio/emotional progress

TAY

- Stably housed
- Stable behavior and symptoms
- Reduced self-harm
- Has social support/network
- Employed or engaged in education/ training

at enrollment

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preparing for transition

Determining Step Down Readiness:

How and when should care teams leverage step down criteria when determining step down readiness? (continued)

Care teams should be cross-referencing the step down criteria every time an assessment is conducted throughout a clients' FSP journey, continued

The following criteria are highly encouraged to be achieved but not strictly mandated:

Child/Youth (SAYFE/ Comprehensive Programs)

- Family support in place
- Family functioning
- Socio- emotional progress
- School attendance and performance
- Family engaged with child welfare process
- Client's buy-in
- Engaged in treatment
- Meets treatment goals

TAY Programs

- Family support in place
- Independent
- Has adequate resources
- Client's buy-in
- Engaged in treatment
- Engaged with justice systems processes
- Meets treatment goals

With these guidelines in mind, should the FSP care team determine that a client is ready to step down despite certain criteria not being achieved, they should discuss with the BHRS FSP Review Committee in the monthly partnering and review meetings and then communicate this to 1) the client and family, 2) outpatient services, 3) any other stakeholders to ensure that all parties are comfortable moving forward with step down despite these criteria not being met. Additionally, even if all criteria are met, that does not mean the client is automatically ready to step down. The FSP care team should still leverage their own clinical judgment, and consult with the client and family, BHRS, and outpatient services before making any step down recommendations.

at enrollment

throughout services

preparing for transition

Determining step down Readiness: How should care teams involve county partners in step down decisions?

Care teams should consider the perspective of external stakeholders before making step down recommendations

It is important for FSP care teams to hear the perspective of external stakeholders, such as outpatient teams or school contacts, before transitioning a client out of FSP. Often these stakeholders could have perspectives or anecdotes that were unknown to the care team beforehand. This could look different for each program. For example, for the **Child SAYFE program**, their BHRS clinician will continue providing services after step down, so care teams may not need to consult as heavily with outpatient services prior to step down. School contacts, on the other hand, may be important stakeholders for care teams to consult with. For **TAY and Comprehensive programs**, if FSP care teams plan to step clients down to outpatient services they should meet with the outpatient teams (supervisors and program specialists) and discuss which step down criteria, client's ISSP, and client goals have been met, and why they believe the client is ready to step down to an outpatient setting. See page 20 for more details on the transition process. If there are any HIPAA considerations that would restrict communication about a client, the care team should discuss those in advance of the step down process and reach out to BHRS contract managers with any concerns.

If external stakeholders disagree with the step down recommendation, the conversations should focus on where there is concern and what can be done to mitigate concerns about the client stepping down. That said, step down decisions are ultimately made collaboratively by the BHRS FSP Review Committee, FSP care team, and the client and family.

at enrollment

throughout services

preparing for transition

Determining step down Readiness: How should care teams involve BHRS in step down decisions?

The BHRS FSP Review Committee oversees the step down process of clients transitioning to a different level of care in collaboration with the FSP provider and client

For all programs, FSP care teams will work with the BHRS FSP Review Committee during monthly partnering and review meetings to discuss transition plans to another level of care within the FSP program and discharge out of the FSP program. All transfer and/or disenrollment decisions made during the monthly partnering and review meetings will not be considered final until they are discussed with the FSP client and they give their consent. Once the FSP care team assesses that a client is ready to step down based on the step down readiness indicators and has consulted with the client and family, the FSP program may present this case for consultation at the monthly partnering and review meeting to initiate the transition process.

If the FSP Review Committee, the FSP Provider, and the client all agree to transition the client to a different level of care, this kickstarts the discharge and transition process (pg. 20).

at enrollment

throughout services

preparing for transition

How should care teams titrate services for individuals approaching step down readiness?

When a client is nearing step down, care teams & clients should co-develop a plan to titrate services

After FSP care teams, clients, families, and BHRS FSP Review Committee collectively decide that a client is ready to step down, care teams should begin preparing the client to transition from FSP. This conversation should not be a surprise to the client as care teams should be discussing step down at least every 6-months after a client's enrollment in FSP. **For all programs**, care teams and clients should jointly develop a plan and timeline for transitioning from FSP. This plan should be solidified in writing or in a visual form for the client and family. **For the SAYFE program**, the BHRS lead clinician should make it clear that they will be staying on with the client to a lower level of care, but other members of the care team will be peeling off. There should be a clear timeline for when that transition will occur.

This plan should include an outline for how services will be reduced over the coming months as clients prepare to step down, though the specific timeline for titrating services should be left to clinical judgment and client input. For example, care teams, clients, and their families may consider a plan to reduce check-ins from weekly to biweekly, and then eventually to monthly (please note that there still needs to be a personal service coordinator assigned to each client throughout this process). Care teams can also consider reducing the number of care team members that meet with the client and their families. This can include 1) titrating case management services while the client continues to visit with their clinician for therapy, or 2) titrating therapy sessions while the client continues to visit with their case manager/personal service coordinator. At every stage at which services are titrated further, the FSP care team should check in with the client and their family to make sure they are comfortable with the reduction in services, discuss the client's stability, and explore the client's feelings around the transition.

Particularly for **TAY clients**, this time period is important to have them begin to take control over more activities (if not already) to facilitate independence. This could include mimicking what the next tier of services will look like by normalizing typical outpatient visits instead of field-based services, obtaining their own transportation support, etc. This process must be personalized for each client. There may be circumstances in which service levels must increase as clients prepare to step down, especially if care teams need to help link clients or their families to alternative programs or housing, or if clients begin regressing to avoid leaving FSP. Care teams need to emotionally support clients through this process and recognize the challenges that they may be experiencing as they come to terms with leaving the program.

FSP Care Team Discussion prompts: preparing for transition

[This program] provides a high level of support for people who need it. Based on your progress in [indicators], there may be other people who need these intense supports more than you.

- What do you think about that idea?
- Do you feel ready to move to a lower level of support?

To what degree have you achieved [indicator], based on the progress you've made? How far are you from where you'd like to be?

Conversations within the Care Team: Talk about how conversations with [client] about recovery and stepdown have been going.

- In what ways is [client] showing progress toward stepdown readiness? *(for which indicators)*
- In what ways is [client] still not ready to transition?

We often talk about your goals and what you're working toward in the future, but it's important to also look back and reflect on your own growth! What are you proud of, and how do you feel you've made progress on [indicator]?

As we plan for your transition, what do you think might be a challenge to maintaining stability after leaving FSP?

at enrollment

throughout services

preparing for transition

How should care teams & clients plan for step down?

Identify alternative programs or resources in the community that can support clients as they step down

Part of having authentic collaboration on step down readiness is equipping clients with the emotional and tangible skills to navigate the transition process. This includes ensuring that clients are aware of what community resources exist and encouraging clients to advocate for themselves to get what they need in the absence of an FSP team. **FSP care teams are responsible for connecting clients to appropriate external programs, support groups, community organizations, and/or other relevant resources prior to stepping down.** This includes referring individuals to outpatient clinics or an alternative step down program for continued mental health care. In addition, FSP teams should ensure that these individuals have appropriate support in their community (e.g., family/networks, religious-organizations, social clubs, volunteer groups, etc.). **This is particularly relevant for TAY clients, especially those who might not be stepping down to an outpatient program.**

See the BHRS community resource guide that is updated annually. It is suggested that FSP care teams build working relationships with some of the organizations in the guide to help clients get access to those organizations and their support once they step down from FSP.

at enrollment

throughout services

preparing for transition

How should care teams & clients plan for step down?

FSP care teams, clients, and families should co-create a step down plan using a shared decision-making approach

Step Down Plans should address the following questions:

- What are the causes of any fears the individual is experiencing in relation to step down?
- What does care outside of FSP look like to maintain stable recovery?
- What would the client do if they're having a rough time or if they relapse?
- Who is in the client's natural support system? Who are the people that can support them when they are feeling anxious and do not have their FSP care team readily by their side?

One example of this approach is the: [WRAP Model](#)

The Wellness Recovery Action Plan is a self-designed prevention and wellness process that uses 5 recovery concepts to discover one's own wellness tools, develop daily to-do lists, identify upsetting events (and early warning signs), and develop action, crisis, and post-crisis plans for responding. Critics argue the model has not been rigorously evaluated. Results are self-reported and not independently verified and there is limited data showing efficacy beyond six months.

Another example of a shared decision-making approach is the Family Group Conferences Model

at enrollment

throughout services

preparing for transition

How should care teams & clients plan for step down?

Identifying Housing Resources

Particularly for TAY clients, care teams need to transition individuals off FSP housing subsidies before step down from FSP

If a client's housing is funded by FSP, the FSP care team needs to work with the client to identify and obtain alternative, sustainable housing subsidies or arrangements prior to stepping the individual down from FSP. If the client needs to move into new housing in order to remain housed after FSP, the care team should support this process prior to stepping the individual down from FSP. This can include but is not limited to, long-term residential care facilities (e.g., board & cares), living with family and friends, or living independently with or without a housing subsidy.

Should new housing be necessary, ideally care teams will help individuals transition to alternative housing during their last 6 months in the program so that care teams can help support individuals during and after their transition into new housing. This will be especially necessary for instances where individuals need to move regions because this may have a large effect on their continuum of care.

Transition Coordination

How should FSP care teams transition clients to step down programs?

FSP care teams should coordinate closely with outpatient teams or alternative step down program support the transition process and provide a warm-handoff

Once a new placement is confirmed, the FSP Provider submits a request/documentation for referral. After the referral request is verified, FSP provider makes the referral directly to the new program and begins transition coordination.

Coordination during the 60 day Transition Period & facilitating a warm hand off: After the referral is verified, this initiates the 60-day transition period, where the client's file is open in both programs and the FSP provider is facilitating a warm handoff with the new provider. This is particularly relevant for the Comprehensive and TAY programs, where there will be no staff continuity at the time of transition. At the beginning of this transition period, **Comprehensive and TAY** care teams should meet with the new care team (either an outpatient program or alternative step down program), including supervisors and program specialists to discuss the transition plan for that client. Unit coordinators also need to be involved to handle the administrative side of the transition. Step down programs should be made aware of the discharge date so that they can ensure staff are available to begin providing services to that client. After the initial meeting, FSP teams and outpatient teams should communicate on an ongoing basis (e.g. biweekly, or even weekly if necessary) during this time to ensure both teams are equipped to address potential client challenges as they arise. The FSP team and the new care team should fully discuss the client's case through the lens of meeting the step down criteria, including successes, challenges, and expectations for future programs prior to transition.

FSP care teams should not close any client cases prior to 60 days of receiving services with their new provider. This is to ensure that clients still have access to certain WRAP services, such as TBS. During this time the FSP Provider will still provide support with upcoming appointments, care coordination if the client is hospitalized, medication services, and assistance with applying for independent living opportunities if applicable. Meanwhile, the new program should give a date for initial assessment, schedule a psychiatric appointment, and begin engaging with the client to provide services. Best practices for a warm hand-off for those programs would be for a member of the FSP team to accompany the client and family to the first appointment with their new program.

Transition

How can FSP care teams foster connections with peers and a sense of accomplishment for clients when they step down from FSP?

Hold celebration ceremonies for clients that step down into lower levels of care

Step down ceremonies can serve as significant personal milestones for individuals. When appropriate, FSP care teams should consider organizing gatherings to celebrate the hard work and progress clients have made toward wellness and recovery. This could look like a pizza or ice cream party (if possible) and should include people who have played a role in the client's wellness journey, such as family members, friends, care team, etc.

Create an alumni network group that can foster connection and create a community of support for clients that are stepping down

Organizing a group of clients who have successfully stepped down into lower levels of care can be a great source of support for clients who are stepping down. These types of support networks can assist clients in 1:1, peer group settings, and/or social outings as guides or potential friends who have had similar life experiences. Particularly, former TAY FSP clients are well equipped to mentor recently stepped down clients on their journey to wellness. These groups could be organized to do activities on a regular basis, and clients could start attending before leaving FSP to begin to get to know the group before leaving.

Transition

How should FSP care teams plan to engage with the client post transition?

FSP care teams should plan for the possibility of re-enrollment or step up into FSP

The FSP care team, outpatient program, or alternative step down program should be aware that some individuals regress after stepping down from FSP due to the reduction in support or change of life circumstance. All stakeholders should anticipate that there are circumstances in which re-enrollment in FSP is appropriate. Since a client's case should remain open for 30-60 days after step down, the FSP provider and step down program should plan to communicate periodically (e.g. through standing monthly, or bi-weekly meetings) after step down to ensure that client is adjusting to the new program. Should the step down program, client, or family determine that the client needs to return to FSP level of care, the new program should communicate these concerns with the original FSP team and BHRS (see process outlined below). It is possible that a new referral will need to be approved through the Interagency Placement Review Committee (IPRC) or Youth Transition Assessment Committee (YTAC). Individuals needing FSP-level care again should be prioritized for FSP services and not be placed at the end of a waiting list. Step down programs should make it clear to clients and families at the time of step up to FSP that clients should always feel welcome to come into the clinic for assistance linking to needed resources.

If the step down occurred within the last 2 months, the step down program and FSP program should still have standing periodic meetings where these concerns could be raised. Step down programs should provide specific details on why the client should be re-referred to a higher level of support and both teams should discuss how this should be communicated to the client and their family. If the client does return to the FSP program, both programs should continue to coordinate throughout the re-enrollment process and discuss progress and potential challenges during the bi-weekly standing meetings until the client has transitioned back to the FSP program. School contacts should also be informed of any changes in program that could impact their behavior at school.

Step Down Readiness Criteria

The step down criteria was created in 2021 through a series of meetings with BHRS and Third Sector. Additional input was provided by the MHSA work group

Child/Youth step down Readiness Criteria

Criteria	Definition / How it gets operationalized
School attendance and performance	<ul style="list-style-type: none">● Self-reported KETS & 3Ms in the DCR covers this; especially from Edgewood● Parent / caregiver report regular attendance, classroom engagement, and improved school performance● IEP data directly from school for school-based FSP programs indicates school system and classroom readiness to independently support C/Y● [Doris to pull AIR report to see what language they use to report out on this]
family functioning	<ul style="list-style-type: none">● Provider observation of family / caregiver ability to navigate and obtain resources independently● Parent / caregiver self report ability for whole family to support C/Y● Provider-to-provider communication shows engagement across systems (i.e. probation, child welfare, etc.)● Treatment plan family-specific goals are met● Crisis line and after hours support (as logged in the EHR?) usage has decreased
socio-emotional progress	<ul style="list-style-type: none">● NMT/CANS assessment shows socio-emotional progress (not currently being done across the board; could be done by provider or BHRS as long as data is shared back)
family support in place	<ul style="list-style-type: none">● Referrals and warm-hand offs made so that family is connected to ongoing support / their own step down level of care● Provider / family self-report● Treatment plan family-specific goals are met● Crisis line and after hours support (as logged in the EHR?) usage has decreased
family engaged with child welfare process	<ul style="list-style-type: none">● Provider-to-provider communication during CFT meetings shows engagement with child welfare process● [Could there be monthly data batches shared from CFS to BHRS?]

TAY step down Readiness Criteria

Criteria	Definition / How it gets operationalized
has social support / network	<ul style="list-style-type: none"> • Release of Information (ROI) suggests family or community involvement and support • Safety plan is in place in the event of crisis • EHR progress notes show youth is using their safety plan • EHR family & community notes lists individuals who are involved with the youth • EHR progress notes and 3M shows youth is connected to social supports (using new 3M question, <i>"How often do you get the social and emotional support that you need?"</i>) • EHR treatment plan social support specific goals are met and no additional goals are needed • Monthly partnering meeting and documentation shows social supports invited to join (e.g. friends, coaches, teachers, pastors)
employed or engaged in education/ training	<ul style="list-style-type: none"> • Client self-report of active enrollment in education/training or ongoing employment • KETS & 3M show employment and/or enrollment in education/training • Provider to provider conversations; across vocational rehab, etc.
independent	<ul style="list-style-type: none"> • EHR shows consistent self-care in activities of daily living (ADL) • EHR shows setting of self-identified goals • EHR progress notes show consistent attendance at appointments without help (no more than two missed appointments over 6 months, lower level of support getting to/from appts (e.g. access to transportation), and ability to request an interpreter; and money management skills (i.e. engagement with rep-payee or independent money management) • [Quality of life or holistic well-being assessment (i.e Manchester Quality of Life Index) shows satisfaction with quality of life -- although not a current practice
has adequate resources	<ul style="list-style-type: none"> • KETS and/or 3M shows access to resources and benefits are in place (e.g. benefits, income, employment, community- or school-based) • Flex funds are no longer being used, or usage has decreased • CANS/ANSA shows access to resources, with low or reduced risk scores (e.g. caregiver, transition to adulthood domains) -- [not sure how often providers are currently administering this and/or if the results are shared with BHRS; can also add three county-use questions]

Child/Youth & TAY step down Readiness Criteria

Criteria	Definition / How it gets operationalized
stable behavior and symptoms	<ul style="list-style-type: none">• [xxx] assessment shows substance use not impairing functioning and activities of daily living• Youth Reassessment changes to lower-acuity diagnosis (e.g. remission diagnosis, no diagnosis)• CANS/ANSA scores are stable in past 6 months (e.g. 0s, 1s in behavioral needs, trauma, risk behavior)• School attendance reports show attendance is consistent with treatment goals• Youth Reassessment Form shows reduced scores on behaviors (e.g. impulsivity, hyperactivity, attention, disruption)
client's buy-in	<ul style="list-style-type: none">• EHR progress notes show positive client response in recent conversations• EHR client data sheet is complete with a family or community member and doctor• Transition plan is completed with the youth, family, and new provider/placement• EHR shows warm hand off (i.e. at least one formal treatment team meeting that included client and a member of the new treatment team)
engaged in treatment	<ul style="list-style-type: none">• EHR progress notes show insight into their mental health• EHR treatment notes show medication adherence• EHR psychiatry notes & progress notes confirm ability to set and keep appointments with staff, and weekly Multi-Disciplinary Team meetings report youth engagement• Documentation (Youth Reassessment Form, KET, 3M, and/or EHR) show evidence of parent or caregiver involvement for youth under 18
engaged with justice systems processes	<ul style="list-style-type: none">• EHR progress notes show conditions of current court involvement are being followed, including probation• Court reports & EHR progress notes show stability, independence, and pro-social attitudes (e.g. attending groups, using community supports)• EHR progress notes & movement history show less frequent arrests and recidivism

Child/Youth & TAY step down Readiness Criteria

Criteria

Definition / How it gets operationalized

reduced self-harm

- **EHR case management and progress notes** show there is structure in daily life
- **KETs** shows no hospitalizations over the past 6 months (e.g. ER visits, psychiatric hospitalizations)
- **CANS and self-assessment** shows stable symptoms & behaviors
- **On-call utilization chart** shows no calls
- **Youth Reassessment Form** shows no indication of self-harm or suicidal ideation
- **EHR progress notes** show low risk assessment with no suicidal ideation
- **EHR crisis intervention notes** show no recent crises

stably housed

- **KETs and EHR movement history / progress notes** show no breaks in housing over past 6-12 months (e.g. no housing changes, no motel/hotel stay)
- **EHR client housing support plan** is completed with the child/youth and/or caretaker
- **EHR and/or DHS documentation & progress notes** shows no changes in foster home placement in past 6 months
- **CANS or ANSA** shows improved strengths

meets treatment goals

- **Treatment plan** shows treatment goals associated with current level of care have been met; client & staff agree goals have been partially or fully met, leading to improved functioning
- **CANS or ANSA** shows improved strengths, with low or reduced needs scores of mostly 0 or 1 (risk behaviors, emotional needs, trauma)
- **PSC-35** shows reductions (ideally < 28)
- **EHR(?) documentation** shows challenges within other systems are resolved (e.g. probation, CPS); family has resources and knowledge

Appendix

Disclosure

This presentation contains confidential, proprietary, copyright and/or trade secret information of Third Sector Capital Partners that may not be reproduced, disclosed to anyone, or used for the benefit of anyone other than Third Sector Capital Partners unless expressly authorized in writing by an executive officer of Third Sector Capital Partners.

Third Sector Capital Partners, Inc.
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ENCLOSURE 1

Please review the standard County agreement below and indicate in your proposal if you are willing to comply with the contract requirements

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements *(Complete HIPAA checklist if unsure about Business Associate or Non Business Associate; delete this if not needed; contact County Counsel with questions)*

Attachment I—§ 504 Compliance *(Delete this if not needed)*

Attachment IP – Intellectual Property *(Complete IP Questionnaire if unsure/delete this if not needed)*

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall

make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed DOLLARS (\$____). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2017.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification *(You may delete entire IP Indemnification section if not relevant – County Counsel review is not required if section is deleted)*

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions

of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability..... | \$1,000,000 |

You may delete (b) or (c) text if those insurance types are not relevant to your contract – County Counsel review is not required if one or both of those lines are deleted. However, if you are unsure about insurance requirements for your contract – call Risk Management before your contract is executed)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws,

ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. *(This paragraph may be deleted without County Counsel Review if not relevant to this agreement)*

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with

Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. *(If LWO is not applicable to this contract, you may delete this section without County Counsel review. Contact your assigned County Counsel if you are unsure if LWO is applicable)*

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular

pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or

Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses *(If the contractor is not required to obtain a license, permit or approval from any other entity in order to perform the work/services under this agreement then you may delete this section without County Counsel review)*

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

[CONTRACTOR NAME]

Date: _____

ENCLOSURE 2 – STANDARD ADMINISTRATIVE REQUIREMENTS

Enclosure 2 is the standard contract language for San Mateo County which shall be used for contracts for the services provided through this RFP. Applicants will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the applicant. Such objections and substitute language must be submitted with the proposal.

A. CalOMS Prevention Data Collection and Reporting (AOD only)

1. Contractor shall ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards by requiring all users to participate in CalOMS PV trainings prior to inputting data into the system.
2. Contractor shall enter planning, services/activities, and evaluation data into the DHCS web-based Outcomes Measurement System for Prevention (CalOMS Pv) by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook. Contractor shall also comply with the CalOMS Pv Data Quality Standards (Document #1T.)
3. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The service cost for the CalOMS Pv Duration of Services Report will not exceed THREE HUNDRED DOLLARS (\$300) per hour. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
4. Contractor shall communicate with BHRS AOD staff CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.
5. BHRS AOD Analyst will review CalOMS Pv data entry on a quarterly basis to ensure activities are reflective of the Partnership's Work Plan goals and objectives, and to ensure that data meets the CalOMS Pv Data Quality Standards. Failure to adequately complete and/or document approved Work Plan activities in CalOMS Pv may result in a corrective action plan and/or withholding of payment.
6. Contractor shall submit an annual progress report on Work Plan goals and objectives no later than August 15th for the previous fiscal year.

B. Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

C. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

3. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement.

Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training
Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

4. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

5. Ineligible Employees (PROVIDERS WITH EMPLOYEES)

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

Contractor providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>.

Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

6. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

7. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner).
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those

languages, the contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated..
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

I. Payment

1. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed DOLLARS (\$___).

2. Rates

Subject to specific rates of services as agreed upon with provider and itemized per year of contract term.

J. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.

1. Contractor will provide the deliverables described in the approved Work Plan in the Major Activities column, and by the date listed in the Completion Date column.

2. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments.
 3. If it is determined that the Contractor has not met the Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the contract value of any and all unmet Major Activity deliverables.
- K. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- L. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- M. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions. **BOARD LEVEL ONLY**
- N. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- O. In the event this Agreement is terminated prior to June 30, XXXX, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- P. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be

late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables including CalOMS Pv data submission requirements. AOD ONLY Invoices and reports are to be sent to:

AOD:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
310 Harbor Blvd., Bldg. E
Belmont, CA 94002

ALL OTHER CONTRACTS:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

Q. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

R. County May Withhold

Contractor shall provide all pertinent documentation requested by County. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS. Contractor shall meet at least quarterly with the BHRS AOD Analyst, to review the Work Plan, documentation, and billing reports and to take appropriate corrective action, as needed, to resolve any discrepancies.

S. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5

of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

T. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County. I understand that payment for these services may be from Federal and/or State funds, and that any falsification, or concealment of a material fact may be prosecuted under Federal and/or State laws.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ENCLOSURE 3

NOTICE TO CONTRACTOR: LIVING WAGE ORDINANCE

On November 1, 2016, the Board of Supervisors of the County of San Mateo adopted an Ordinance establishing a five-year living wage pilot program for service contracts entered into by the County. All contractors and subcontractors providing services under a County contract are subject to the Living Wage Ordinance (LWO). All Full-time, part-time, temporary, and permanent employees are covered under the LWO. Contracts entered into prior to January 1, 2017, are not subject to LWO. Compliance with the LWO will be voluntary for new contracts entered into between January 1, 2017, and March 31, 2017, inclusive. Contracts entered into on or after April 1, 2017, must comply with the LWO.

Enforcement of the LWO will be accomplished through oversight by the County, which retains the right to conduct random audits; through employee grievance rights; and through the legal process, if necessary. The County will set a single point of contact for employees to report LWO non-compliance by employers.

The purpose of these requirements contributes to the Shared Vision 2025 outcomes of a Prosperous and Livable Community by setting living wage rates for County service contracts. All efforts made to comply with these requirements are greatly appreciated.

Further details on all aspects of the LWO are included in the attached LWO.

Sincerely,

Behavioral Health & Recovery Services Contracting Department

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * *

ORDINANCE ADDING CHAPTER 2.88 OF TITLE 2 OF THE SAN MATEO COUNTY ORDINANCE CODE ENACTING A LIVING WAGE ORDINANCE PILOT PROGRAM

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Chapter 2.88, “Living Wage Ordinance Pilot Program,” consisting of Sections 2.88.010 through 2.88.090 is hereby added to Title 2 of the San Mateo County Ordinance Code and shall read as follows:

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lower-income workers;
- (f) This Board does, accordingly, find and declare a need for the Living Wage ordinance to determine the effects of a living wage requirement for contracts issued by San Mateo County.

2.88.020 Definitions

- (a) **“Contract Awarding Authority”** means the Board of Supervisors or the head of the department or agency authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (b) **“Contractor”** means a party that enters into a Covered Contract with the County.
Contractor does not mean:
 - 1. Government entities, including cities, counties, and state agencies.
- (c) **“County”** means the County of San Mateo.
- (d) **“Covered Contract”** means a legal agreement between the County and a Contractor for the provision of Services entered into on or after April 1, 2017.
 - 1. Where one entity has multiple contracts with the County, only those contracts that are Covered Contracts are subject to this chapter.
 - 2. Legal agreements for the exclusive use of real property owned by the County, including, without limitation, any lease, concession, franchise, or easement agreement, are not Covered Contracts.
- (e) **“Covered Contract Amendment”** means the amendment of a contract on or after January 1, 2017, that:
 - 1. Voluntarily subjects the contract to the requirements of this Chapter;
 - 2. Increases the contract price more than \$25,000; or
 - 3. Extends the contract term.Covered Contract Amendments are subject to the requirements of this Chapter.
- (f) **“Covered Employee”** means any employee permanently or temporarily employed by a Contractor or Subcontractor to provide Services under a Covered Contract. Covered Employee does not mean:
 - 1. Any person providing services to earn academic credit;
 - 2. Any person providing uncompensated volunteer services;
 - 3. Any person working toward state licensure or professional accreditation sanctioned by a public entity or a recognized licensure agency;
 - 4. Any person working as an election day worker;
 - 5. Any disabled person covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the United States Department of Labor, or any person who would be covered by such certificate but for the fact the Contractor or Subcontractor is paying a wage equal to or higher than the minimum wage;

6. Any person employed to provide In-Home Supportive Services;
 7. The County Manager's Office shall have discretion to exclude certain additional categories of employees from the definition of Covered Employee when in the best interest of the County to do so.
- (g) **"CPI-U"** means the consumer price index for urban consumers for the San Francisco-Oakland-San Jose metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
- (h) **"Enhancement"** means a payment from the County to eligible Nonprofit Organizations that amend existing contracts to comply with the Living Wage Ordinance. An Enhancement shall be a percentage of a Covered Contractor's total contract price, as specified by this Chapter, and shall be paid annually until the contract ends or the not-to-exceed amount is amended.
- (i) **"Living Wage"** means the wage rate specified by this chapter.
- (j) **"Nonprofit Organization"** refers to a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign corporation) in good standing under the laws of the State of California, which corporation has established and maintains a valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section.
- (k) **"Reserve"** means funds maintained by the County to pay for approved Enhancement appeals.
- (l) **"Services"** mean any professional, technical, or non-technical services specified in a legal agreement with the County. Services do not include the provision of goods, products, information technology programs and systems, chattels, or real estate.
- (m) **"Sole Source"** means only one entity has been identified as capable of providing and willing to provide the services sought by the County.
- (n) **"Subcontractor"** means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
- (o) **"Wage"** means a Covered Employee's hourly wage or hourly wage equivalent. For a full-time employee, hourly wage equivalent is determined by dividing two weeks of salary by eighty (80).

2.88.030 Covered Contract Requirements and Certification

Every Covered Contract or Covered Contract Amendment shall provide as follows:

- (a) Contractors and Subcontractors providing Services to the County shall pay Covered Employees no less than the Living Wage.
- (b) Failure of a Contractor or Subcontractor to comply with the foregoing requirement shall constitute a material breach of the terms of the Covered Contract.
- (c) If the Contractor or Subcontractor fails to cure such breach within thirty (30) days after receiving written notice from the County, the County shall have the right to pursue any rights or remedies available under the terms of the Covered Contract or under applicable law.
- (d) Contractor shall include a certification in the Covered Contract or Covered Contract Amendment stating Contractor and all of its Subcontractors are and will remain in full compliance with the requirements of the Living Wage ordinance. The certification shall be in substantially the following language:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance ("LWO"), including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Program.
- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.
- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
 - 1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.

- (h) Contractor shall promptly notify the Contract Awarding Authority of any Subcontractors performing Services and shall certify to the Contract Awarding Authority that Subcontractors have been notified of obligations under this chapter.
- (i) Contractor shall keep itself informed of the current Living Wage and must provide written notice to Covered Employees of the current Living Wage Rate. The notice shall specify the Living Wage and state that Covered Employees have grievance rights if they believe a Contractor or Subcontractor is failing to comply with the Living Wage Ordinance. Contractors and Subcontractors must provide such notice in writing to all Covered Employees, in all languages necessary to reasonably ensure all Covered Employees receive effective written notice pursuant to Section 2.88.030. A copy of such notice must be submitted to the Contract Awarding Authority in the manner directed by the Contract Awarding Authority.
- (j) Nothing in this section shall be construed to interfere with the authority of the County to investigate any report of an alleged breach of contract.

2.88.040 Living Wage Rate

The Living Wage shall be set and adjusted according to the following schedule.

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U
January 1, 2021	
July 1, 2021	+CPI-U

- (a) After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-San Jose then in effect.
- (b) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 - 1. Contracts for “public works” as defined under California Labor Code Sections 1720 and 1720.2 and subject to the payment of prevailing wages under the California Labor Code.
 - 2. Any agreement in which the County serves only as a fiscal agent and the contract is a 100% pass-through of state or federal funds.
- (b) The Contract Awarding Authority may exempt from the requirements of this Chapter 2.88, an agreement that would otherwise be a Covered Contract, when it is in the best interest of the County to do so, including for the following reasons:
 - 1. Upon review and approval of an exemption request by the Contractor or Subcontractor. Exemption requests are to be submitted by the Contractor or Subcontractor to the Contract Awarding Authority;
 - 2. A contract amendment or award of a contract is necessary to respond to an emergency;
 - 3. The Contractor is a Sole Source;
 - 4. No contractors willing or able to comply with the Living Wage Ordinance are capable of providing services that respond to the County’s requirements;
 - 5. Compliance with the Living Wage Ordinance would be inconsistent with the terms of a grant, subvention, or agreement with a public agency; or
 - 6. The County is purchasing services through a cooperative or joint purchasing agreement.

2.88.060 Employee Remedies

- (a) This chapter shall not be construed to limit a Covered Employee’s rights to bring any legal action for violation of the Covered Employee’s rights under this chapter or any other applicable law. A Covered Employee may bring an action against a Contractor or Subcontractor in the courts of the State of California for damages caused by a Contractor’s or Subcontractor’s violation of this chapter. The Court shall award reasonable attorneys’ fees and costs to an employee who prevails in any such action.
- (b) This chapter does not authorize an award of costs, expenses, or attorney’s fees against the County.
- (c) This chapter does not confer any rights upon any party other than the Board of Supervisors or its designees to bring an action seeking the cancellation or suspension of a County contract.

- (d) Covered Employee Complaint Process: In addition to judicial remedies available to Covered Employees, individuals may submit a complaint regarding alleged violations of the Living Wage Ordinance by submitting a completed complaint form, including copies of all documents supporting the allegation, to the Purchasing and Procurement Division of the County Human Resources Department. The County shall provide complaint forms in English and Spanish.

2.88.070 Employer Retaliation Prohibited

Contractors and Subcontractors shall not discharge, reduce compensation to, or otherwise retaliate against any employee for:

- (a) Complaining to the County with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this Chapter;
- (b) Opposing any practice proscribed by this Chapter;
- (c) Participating in proceedings related to this Chapter; or
- (d) Seeking to assert or enforce any rights under this Chapter by lawful means.

2.88.080 Termination, Suspension, or Extension of the Living Wage Ordinance

- (a) The Living Wage Ordinance shall expire on December 31, 2021.
- (b) The Board of Supervisors may extend or permanently enact the Living Wage Ordinance after conducting a duly-noticed public hearing.
- (c) The Board of Supervisors may suspend the Living Wage Ordinance if it determines it is in the best interests of the County for reasons including, but not limited to, suspension by the State of California of the statewide minimum wage phase-in process.

2.88.090 Powers and duties of the County Manager

The County Manager's Office shall have the authority to:

- (a) Adopt policies and procedures to effectively implement this Chapter;
- (b) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter including but not limited to:
 - 1. Disqualification of the Contractors or Subcontractors from bidding on or being awarded a County contract for a period of up to five (5) years;
 - 2. Contractual and civil remedies, including but not limited to termination of contract.
- (c) Allow for remedial action after a finding of noncompliance, as specified by rule; and
- (d) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

SECTION 2. SEVERABILITY. If any provision(s) of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the ordinance and that those remaining provisions continue in effect.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective on January 1, 2017.

* * * * *

ENCLOSURE 4
Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's

request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

MISCELLANEOUS

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor

ENCLOSURE 7 – ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- ____ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ____ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

Date

Enclosure 8. Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County

The following lists the text of Chapters 2.84 and 2.85 of the Ordinance Code of San Mateo County (as of March 2012), available on-line at <http://library.municode.com/index.aspx?clientId=16029> . Anyone responding to the Request for Proposals is provided is advised to check on-line for updates to the Ordinance Code. It is a contractor or responding party's obligation to obtain the current version of these ordinances.

Chapter 2.84 - CONTRACTS-EQUAL BENEFITS

For the purposes of this chapter:

Sections:

2.84.010 - Definitions.

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

2.84.020 - Discrimination in the provision of benefits prohibited.

- (b) "Contractor" means a party who enters into a contract with the County.

2.84.030 - Application of chapter.

- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.

2.84.040 - Powers and duties of the County Manager.

2.84.050 - Date of application.

- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the

2.84.010 - Definitions.

state in which the employee is a resident.

- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. 4324, 08/15/06)

2.84.020 - Discrimination in the provision of benefits prohibited.

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

1. In the event that the contractor's actual cost of providing a particular

benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.

- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;

4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

5. The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

(Ord. 4324, 08/15/06)

2.84.030 - Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. 4324, 08/15/06)

2.84.040 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years,
2. Contractual remedies, including, but not limited to termination of contract, and
3. Liquidated damages in the amount of \$2,500;

(d) Examine contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.84.050 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 1, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

**Chapter 2.85 - CONTRACTOR
EMPLOYEE JURY SERVICE**

Sections:

2.85.010 - Definitions.

**2.85.020 - Contractor jury
service policy.**

**2.85.030 - Powers and duties of
the County Manager.**

2.85.040 - Date of application.

2.85.010 - Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment.
- (b) "Contractor" means a party who enters into a contract with the County for which the contractor receives consideration of \$100,000 or more.

(c) "Contract Authority" means the Board of Supervisors or the head of the department or agency presenting the proposed contract to the Board of Supervisors.

(d) "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

(e) "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County Manager, or (2) the contractor has a long standing practice that defines the lesser number of hours as full time.

(Ord. 4324, 08/15/06)

**2.85.020 - Contractor jury service
policy.**

- (a) A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the

contractor deduct from the employees' regular pay the fees received for jury service.

- (b) At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
- (c) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County for such reasons as follows:
 - 1. Award of a contract or amendment is necessary to respond to an emergency;
 - 2. The contractor is a sole source;
 - 3. No compliant contractors are capable of providing goods or services that respond to the County's requirements;
 - 4. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

- 5. The County is purchasing through a cooperative or joint purchasing agreement.

- (d) Contractors should submit requests for waivers of the terms of this chapter to the Contract Authority or the County Manager.
- (e) The County Manager may reject a contractor's bid or proposal, or terminate a contract, if he determines that the contractor is in violation of the requirements of this chapter or was established, or is being used, for the purpose of evading the intent of this chapter.
- (f) No contract shall be executed with a contractor unless such contractor is in compliance with this chapter.

(Ord. 4324, 08/15/06)

2.85.030 - Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

- (a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San

Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and
2. Contractual remedies, including, but not limited to termination of contract.

(d) Impose other appropriate contractual sanctions for violations of this chapter;

(e) Allow for remedial action after a finding of noncompliance;

(f) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter.

(Ord. 4324, 08/15/06)

2.85.040 - Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after September 1, 2005, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement.

(Ord. 4324, 08/15/06)

**Enclosure 10. Attachment I: Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

Please review this document and state in proposal if you will comply with Section 504 requirements.

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."