



COUNTY OF SAN LUIS OBISPO

Central Services

Will Clemens, *Director*

**REQUEST FOR PROPOSAL - #
Operation of a Crisis Stabilization Unit**

August 31, 2017

The County of San Luis Obispo (County), on behalf of the Health Agency, is currently soliciting proposals from qualified organizations to provide professional services in the operation of a Crisis Stabilization Unit ("RFP"). Behavioral Health, a division of the Health Agency, is prepared to open a 4-bed Crisis Stabilization Unit (CSU) in February, 2018, located in the city of San Luis Obispo, adjacent to the County's Psychiatric Health Facility (inpatient). The purpose of the CSU is to provide immediate therapeutic response on a short-term basis (lasting less than 24 hours) to stabilize an acute mental health crisis and to prevent acute psychiatric inpatient hospitalization for consumers by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the RFP process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This RFP is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP.

If you or your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe Acrobat Portable Data Format (pdf), through the County's Purchasing website at the address listed above, by **3:00 p.m. on OCTOBER 16, 2017.**

If you have any questions about the proposal process, please contact the Buyer directly.

ANDREA M. RAMSEY
Buyer – Central Services Purchasing
amramsey@co.slo.ca.us

OPERATION OF A CRISIS STABILIZATION UNIT

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OPERATION OF A CRISIS STABILIZATION UNIT***I. INTRODUCTION*****A. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit offers from qualified firms to establish a minimum 1 year term for operation of a Crisis Stabilization with services beginning sixty (60) to ninety (90) days after the resulting contract is executed. The County is seeking a single provider to manage and provide psychiatric crisis stabilization services for voluntary and involuntary detained adults at the Crisis Stabilization Unit (CSU) to be located in San Luis Obispo, California. Services will include, but not be limited to, crisis assessment and evaluation for behavioral health and substance use disorders, emergency psychiatric evaluation and medication services, brief crisis interventions utilizing evidence-based skillsets, coordination of admissions to inpatient facilities when necessary, peer mentoring, coordination of care with individual's support systems and community providers, referrals and linkage to community resources, and coordination of medical care support when necessary through area hospitals.

The County's CSU will have an exponential impact on the targeted population of high-risk individuals, high utilizers of emergency services, homeless, students, and post-release criminal justice clients. High-risk individuals include those adults who are: affected by trauma, suicidality, acute psychosis, struggling with grief or high levels of stress, or who require crisis stabilization due to symptoms of a severe mental illness. The target population will include male and female consumers, who are 18 years and older, who are placed on a Welfare and Institution (W& I) Code 5150 designation, or are exhibiting acute psychiatric symptoms but have not been placed on a W&I Code 5150 designation (voluntary status). The CSU would be operated by the successful proposer 24 hours/day, 7 days a week in accordance with Title 9 regulations of the California Code of Regulations. The purpose of the CSU is to provide immediate therapeutic response on a short-term basis (lasting less than 24 hours) to stabilize an acute mental health crisis and to prevent acute psychiatric inpatient hospitalization for consumers by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled. These consumers will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured consumers, who are referred by Behavioral Health (BH), a contract provider with BH, law enforcement, hospital emergency rooms (aka emergency departments) and Emergency Medical Services transports to the CSU. It is projected that there would be approximately 375 adult consumers referred to the CSU annually.

The resulting contract would include an initial one year term with four 12-month renewals. Proposers are to include an estimated timeline for the project as indicated within the Scope of Work section of this RFP.

B. BACKGROUND

Established in 1850 as one of the original counties of California, San Luis Obispo County is bordered by the Pacific Ocean to the west, and lies north of Santa Barbara County, south of Monterey County, and west of Kern County. The County is governed by a five-member Board of Supervisors, which works with employees and residents to create a safe, healthy, livable, prosperous and well-governed community. The County seat is in the city of San Luis Obispo.

Behavioral Health is a division of the San Luis Obispo County Health Agency, which is one of 24 departments within the county. Behavioral Health provides the residents of San Luis Obispo County with options for treatment of mental health disorders as well as substance abuse disorders. Through in-house and contracted providers, services and resources necessary for treatment and recovery of Behavioral Health's adult and youth clients' disorders is made available

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throughout the county. Behavioral Health also offers outpatient crisis intervention services through a contracted Mental Health Evaluation Team (MHET), and a County operated 16-bed Psychiatric Health Facility (PHF) serving adult and youth clients.

It is anticipated that the CSU will increase access to crisis services, reduce admissions to the PHF, reduce local hospital admissions, and reduce the time spent by law enforcement in mental health crisis situations. The CSU will be a designated facility for non-emergency medical services that will provide psychiatric evaluation and crisis services for up to four (4) adults, providing services 24 hours per day, 7 days per week, 365 days per year. The intended goal of the CSU is to reduce hospitalizations and incarcerations of those who are experiencing a behavioral health crisis.

The County has been awarded funding for the CSU project by a grant from the California Health Facilities Finance Authority's (CHFFA) SB82 Investment in Mental Health Wellness Crisis Stabilization Unit Fund. The CSU is currently under construction and direct services are to begin no later than April 1, 2017. Annual funding is contingent on Contractor meeting contractually agreed upon program and revenue outcomes. Non-profit organizations and for-profit organizations are eligible to apply.

II. SCHEDULE AND SUBMITTAL

A. RFP SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

RFP Schedule	Date
RFP Release Date	August 31, 2107
Pre-Proposal Conference	September 14, 2017
Deadline for Final Questions	October 10, 2017
Proposal Submission Date	October 16, 2017
Evaluation of Proposals	November 1, 2017
Contract Negotiations	November 10, 2017
Intent to Award Issued	December 1, 2017
Award by Board of Supervisors	December 12, 2017
Contract Start Date	December 13, 2017

Pre-Proposal Phone Conference

An optional pre-proposal phone conference will be held on Thursday September 14, 2017 at 1:00 p.m. Pacific Daylight Time. Proposers may participate by calling 1-866-899-4679. Dial this 9-digit access code: 709-830-925. You will hear music until the leader joins the call. Once the leader joins, you will be asked to state your name and then will be placed into the conference call.

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The primary purpose of the pre-proposal phone conference is to provide participating firms the opportunity to ask questions related to the RFP. The County's Project Team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. Participation in the pre-proposal phone conference is not required, but is strongly encouraged. It is the proposer's responsibility to become familiar with all information necessary to prepare a proposal.

The pre-proposal phone conference may be recorded. The County will document questions and answers from the conference which will be posted within five (5) business days following the pre-proposal phone conference on the County's website here:

<http://www.slocounty.ca.gov/Departments/Central-Services/Purchasing-Services/Services/Bid-RFP-Opportunities.aspx>

B. QUESTIONS

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing through the County's Purchasing website by 3:00 p.m. on October 10, 2017. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the Purchasing website, and can be viewed by accessing the RFP. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website

C. PROPOSAL SUBMITTAL

If you or your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe Acrobat Portable Data Format (pdf), through the County's Purchasing website at the address listed on the title page by **3:00 p.m. on October 16, 2017.**

III. GENERAL INSTRUCTIONS**A. COUNTY RIGHTS & OPTIONS**

1. All proposals must be submitted to the County's Purchasing website in Adobe PDF format no later than 3:00 p.m. on October 16, 2017. Late or partial proposals will not be considered.
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFP does not constitute an offer of employment or to contract for services.
4. The County may, in its sole and absolute discretion, accept or reject any and all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, as which the County determines to be in its best interests.
5. The County reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
6. The issuance of this RFP does not constitute an agreement by the County that any subsequent selection process will occur, or that any contract will be entered into by the

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County. Proposals and other materials will not be returned.

7. The County has the right to use any or all ideas or concepts presented in any proposal or interview without restriction, without conversation to all applicants.
8. All documents submitted to the County in response to this RFP will become the exclusive property of the County.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firms who present the proposal which, in the judgment of the County, best accomplishes the desired results.
11. The term of the contract will be a minimum of 1 year plus four (4) options to renew each for 1 additional year from date of award. Pricing will remain unchanged throughout the term of initial 1-year contract.
12. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. The proposer warrants that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the

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performance of the contract without immediate written notice to the County.

15. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
16. Contractor shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code §§ 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations §§ 7285, et seq.).
 - 16.1. **Nondiscrimination:** The Contractor, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.
 - 16.2. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations
17. County may negotiate for additional items/services beyond what is described in Appendix A. Items in Appendix A make up the bulk of required items and/or services. Unforeseen additional items and/or services may be required. The County therefore reserves the right to negotiate with the successful proposer for additional items and/or services to be added to the final contract.

B. CHANGES TO THE RFP

This RFP is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal on the Purchasing website up to the date and time for which this RFP closes.

C. COMMUNICATIONS

All communications concerning this RFP shall be directed to Andrea M. Ramsey, amramsey@co.slo.ca.us. All other communication is not binding and shall in no way

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modify the RFP or the obligations of the County.

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. After the solicitation has closed, proposers can view the RFP on the Purchasing website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to the Buyer.

D. INSURANCE

The selected proposer will be required to provide insurance coverage in the amount of One Million Dollars (\$1,000,000) Commercial General Liability (CGL) Insurance. See Appendix B – Sample Contract for complete insurance and indemnification requirements.

INSURANCE REQUIRED	AMOUNT
CGL & Property Damage	\$ 1.0 Million per occurrence
Professional Liability	\$ 1.0 Million per occurrence / \$ 2.0 Million aggregate
Auto Liability /Property Damage/Bodily Injury	\$ 1.0 Million per occurrence
Workers Compensation & Disability Benefits	\$ 1.0 Million per occurrence

The contractor awarded the contract shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

E. EXCEPTIONS & DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations” as instructed below in section IV. The County may waive any immaterial deviation or defect in a proposal.

F. AWARD AND STANDARD AGREEMENT

The County reserves the right to make awards within ninety, (90) days after the date of the RFP closing. The successful proposer is expected to execute a contract similar to the contract in Appendix B. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met.

OPERATION OF A CRISIS STABILIZATION UNIT**IV. PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

A. Project Title**B. Applicant or Firm Name****C. Format and Firm Qualifications**

To respond to the RFP, a proposer must submit a proposal on or before the deadline. The proposal shall be limited to fifteen (15) pages in length, not including resumes. The proposal must be signed by a person authorized to bind the proposing firm to the representations, commitments and statements contained in this statement. The statement must contain the following information and documents:

- a. A cover letter summarizing the key points of the proposal (2 pages max.)
- b. **Description of Firm.** A description of the firm's organizational structure, the jurisdiction in which the firm is organized and date of such organization. In addition, provide a brief description of the firm's qualifications and experience on projects of similar nature to those described in the proposal as well as projects/clients where consultant has performed as an extension of staff.
- c. **Authorized representative of the proposer.** The name, address, telephone number, and email address of the person authorized to represent the proposer with respect to all notices, negotiations, discussions, and other communications relating to this proposal, to any negotiation relating to the contract.
- e. **Staffing.** Provide an organizational chart identifying: 1) the project manager for the work; 2) each key person who would be assigned to carry out the work, and their respective roles in performing the work. Provide a separate description of the experience and qualifications of such manager and key persons, including a summary of experience on similar projects to those described in this proposal. Resumes should be included for all key individuals as an appendix to the submittal.
- f. **References.** A list of references for the proposer and sub consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies and a listing of the specific projects and key individuals that have participated in them. Include the dollar amount related to the participation. Identify how much experience the firm and sub consultant has had with public agencies.
- g. **Scope.** A clear concise statement of the proposer's understanding of the nature and extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services.

D. Work Plan / Technical Services

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- a. This section should establish that the proposer understands the County's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work as outlined in Appendix A, Scope of Services.
- b. Indication of information and participation the proposer will require from County staff.

E. Required Attachments Appendix

- a. Resumes. In the Appendix, proposer shall include resumes for all key personnel, the specific projects and roles of the individuals, specialty licenses, certificates or relevant training. List all similar work.

F. Fees

- a. Propose total fixed fees as described under Project Scope. Fees shall detail the billing rates for each firm's key individuals, other position's overhead rates and other costs. Include any and all other costs for office, vehicle, cell phones, per diem, etc. Include required budget information listed at end of Scope of Services.

V. PROPOSAL SELECTION & CONTRACT AWARD**A. SELECTION PROCEDURES**

Proposals will be evaluated by a Selection Committee comprised of one or more County departments and stakeholders. The Selection Committee will consider the completeness of a proposal and how well the proposal meets the needs of the County. Evaluations will be based on criteria as outlined in **Section B (Selection Criteria)** below. All proposals in response to this RFP will be evaluated using the same criteria.

The sole purpose of the selection procedure is to determine, from among the responses received, which one is best suited to meet the County's needs. Any final analysis or weighted score does not imply that one proposer is superior to another, but simply that, in the Selection Committee's judgment, the selected proposer appears to offer the best overall solution for the County's current and anticipated needs.

The County may use a Best and Final Offer option. This allows all the proposers with potentially acceptable proposals the opportunity to supplement their original proposal. All the proposers with potentially acceptable proposals will be contacted in writing by the County requesting the submission of the proposer's Best and Final Offer ("BAFO"). The BAFO must include all discussed and negotiated changes.

B. SELECTION CRITERIA

The County will evaluate the proposals based on, but not limited to, the following criteria. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget. While cost is important, other factors are also significant and the County may not select the lowest cost proposal.

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Understanding of scope of work	15
Demonstrated expertise in performing similar work	20
Qualifications and experience of key staff	30
Familiarity with state and federal procedures	15
Demonstrated technical ability	10
Cost	10
Total Points Available Per Contractor	100

C. FINAL SELECTION

The Selection Committee will formulate its recommendation for award of the Contract, and forward its selection to the appropriate parties for approval.

D. CONTRACT AWARD AND EXECUTION

The County reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the County in any manner. The County reserves the right to award no contract and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the County accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Proposers may be disqualified and the proposal may be rejected by the County for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP;
- Evidence of collusion among the proposers submitting the proposals;
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposer's proposal response, as amended by agreement between the County and the successful Contractor, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the County may verify the successful proposer's representations that appear in the proposal. Failure of the

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successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the County. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the County grants an extension, following the delivery of the contract documents, the County may elect to negotiate a contract with the next-highest ranked proposer.

The County shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules and regulations. The County reserves the right to request additional written and/or oral information from proposers at any time before contract award, in order to obtain clarification of their responses.

E. PROTEST OF AWARD

Any objection to the County's final decision will be handled according to applicable state and local procurement laws.

VI. DEFINITIONS**DEFINITIONS**

Response: The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our: Terms that refer to the County of San Luis Obispo, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate.

Purchasing: The Contracts and Purchasing Services Division of the Department of Central Services.

Department/Division: The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.

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You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

Supplier: A business entity engaged in the business of providing services.

Proposer: A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.

Contractor: The proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.

Contractor's Employee: All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

OPERATION OF A CRISIS STABILIZATION UNIT**APPENDIX A – SCOPE OF SERVICES****I. County of San Luis Obispo Crisis Stabilization Unit****A. Scope of Services Introduction:**

1. The County of San Luis Obispo (County), on behalf of the Health Agency, is currently soliciting proposals from qualified organizations to provide for professional services for in the operation of a Crisis Stabilization Unit (CSU). Behavioral Health, a division of the Health Agency, is prepared to open a 4-bed Crisis Stabilization Unit (CSU) in February, 2018, located in the city of San Luis Obispo, adjacent to the County's Psychiatric Health Facility (inpatient). The purpose of the CSU is to provide immediate therapeutic response on a short-term basis (lasting less than 24 hours) to stabilize an acute mental health crisis and to prevent acute psychiatric inpatient hospitalization for consumers by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled.
2. The contract will have an initial term of one year with four one-year options for renewal. The County's CSU will serve a targeted population of high-risk individuals, high utilizers of emergency services, homeless, students, and post-release criminal justice clients. High-risk individuals include those adults who are: affected by trauma, suicidality, acute psychosis, struggling with grief or high levels of stress, or who require crisis stabilization due to symptoms of a severe mental illness. The target population will include male and female consumers, who are 18 years and older, who are exhibiting acute psychiatric symptoms that have been placed on a Welfare and Institution Code 5150 designation or are on a voluntary status. The CSU would be operated by the successful proposer 24 hours/day, 7 days a week in accordance with Title 9 of the California Code of Regulations. The purpose of the CSU is to avoid the need for inpatient services for the consumers by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled. These consumers will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, and indigent/uninsured consumers, who are referred by Behavioral Health (BH), a contract provider with BH, law enforcement, and hospital emergency rooms (aka emergency departments). It is projected that there would be approximately 375 consumers referred to the CSU annually.

B. Description:

1. This is an immediate person-centered recovery-focused face-to-face response lasting less than 24 hours, to or on behalf of an individual exhibiting acute psychiatric symptoms. The goal is to avoid the need for inpatient services by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled as well as reduce the negative effects of untreated mental illness. Services provided to individuals in a Crisis Stabilization program are not health care facility based. Services shall be available 24 hours per day.

C. Services Activities:

1. Service activities include but are not limited to Crisis Intervention, Assessment, Evaluation, Collateral, Medication Support Services, Therapy, Peer Support/Counseling, Family Support and direct/immediate linkages to on-going supportive services.

OPERATION OF A CRISIS STABILIZATION UNIT**D. Site and Contact Requirements:**

1. Emergency medical backup services shall be available either on site or by contract or agreement with a local hospital, located within five (5) miles of the proposed CSU site. Under the direction of Medical Staff, all required medications shall be available on an as needed basis and the staffing pattern shall reflect this availability. Proposer must ensure emergency transportation services will be available.
2. Crisis stabilization services shall be provided on site (CSU).
3. All individuals receiving Crisis Stabilization services shall receive an assessment of their physical and mental health. The assessment shall be accomplished by protocols developed by a physician. If outside services are needed an appropriate referral shall be made.

E. Staffing:

1. A psychiatrist shall be on call by telephone 24 hours per day, available in person or by tele-medicine at least once per day and available for an in-person assessment within two hours unless another physician is available onsite to provide those services that may only be provided by a physician. (Reference Title 9, Division 1, Chapter 11, Section 1840.348.a)
2. There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times clients are present. (Reference Title 9, Division 1, Chapter 11, Section 1840.348.b)
3. At a minimum there shall be a ratio of at least one of the following licensed/registered/waivered staff for each four individuals (1:4) receiving Crisis Stabilization services at a given time (Reference Title 9, Division 1, Chapter 11, Section 1840.348.c):
 - a. Licensed Psychologist (may have a Professional License Waiver) or Psychological Intern
 - b. Licensed Clinical Social Worker (may have a Professional License Waiver) or Associate Clinical Social Worker
 - c. Licensed Marriage and Family Therapist or Marriage and Family Therapist Intern (Associate)
 - d. Licensed Professional Clinical Counselor or Professional Clinical Counselor Intern (Associate)
4. Additionally one of the following staff should be available to support Crisis Stabilization services on a daily basis
 - a. Peer / Family Support Specialist
 - b. Resource Specialist* (e.g. Discharge planning, Housing, Benefits, etc.)
 - c. Clerical/Administrative support staff as needed

*if not unique position, skills/competency should be outlined in above stated positions
5. Other staff may be utilized by the program, according to need.
6. Staff included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services and must be separate and distinct from persons providing other services.

OPERATION OF A CRISIS STABILIZATION UNIT**II. Proposers are required to include and address the following in their response to this RFP for operation of the CSU. Proposers may use the following link to navigate through the California Code of Regulations (CCR) which is referenced throughout the Scope of Work:**

[https://govt.westlaw.com/calregs/index?_lrTS=20170725182037685&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/index?_lrTS=20170725182037685&transitionType=Default&contextData=(sc.Default))

- A. Proposer must demonstrate their readiness to provide services on their proposed start date.
- B. The Proposer will provide philosophy and program goals to include:
 1. The Crisis Stabilization program will include the following services:
 - a. Management and alleviation of consumer's acute psychiatric symptoms to prevent consumers from requiring inpatient services.
 - b. A recovery/strength-based clinical program which has appropriate professional staffing on a 24 hour, 7 day a week basis.
 - c. Provide a safe, secure environment for consumers that encourages wellness and recovery.
 - d. Provides for a comprehensive multi-disciplinary evaluation and consumer-centered treatment plan.
 - e. Provides dietary services through the availability of nourishment or snacks (reference Title 22, Division 5, Chapter 9, Article 3, Section 77077).
 - f. Admission procedures for consumers, who are not on involuntary holds in accordance with Welfare and Institutions Code 5150 and also individuals placed on W&I 5150 involuntary holds.
 - g. Under the clinical direction of the mental health clinician, the multi-disciplinary treatment team formed by the Crisis Stabilization Unit staff shall provide an assessment of physical and mental health, along with a daily progress note within the electronic health record.
 - h. Staffing
 - 1) The staffing pattern for the crisis stabilization program shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Crisis Stabilization services. All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
 - 2) All facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the Health Agency Compliance Program. This includes, prior to entering into a contract, evidence that staff are not identified in the Office of Inspector General's List of Excluded Individuals/Entities (LEIE); Excluded Parties List System/System Award Management (EPLS/SAM); Social Security Death Master File (SSDMF); or DHCS Medi-Cal List of Suspended or Ineligible Providers (MCS&I List). Additionally, staff must have a valid National Provider Identifier (NPI) and taxonomy code. In addition, all licensed/registered/waivered staff must complete a SLOBHD Provider Application and be credentialed by the SLOBHD's Credentialing Committee.

OPERATION OF A CRISIS STABILIZATION UNIT

License/registration must be renewed and current. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Live Scan) executed.

- 3) Additionally, vendor shall assure that staff comply with additional requirements of the Health Agency Compliance Program including Conflict of Interest, Compliance Plan, Health Information Privacy and Security Policy and Training Program, and Disclosures of Convictions of Crimes or Ownership Interest Greater than 5%. Vendor may adopt Health Agency policies or seek approval from the Health Agency to use Contractor's policies currently in place. Vendor shall sign the Health Agency's Contractor Compliance Attestation Form upon contract execution. See Appendix F for Contractor Compliance Attestation form.
 - 4) Peer and/or Family Support staff will be an active and key member of the multi-disciplinary team to assist with treatment planning, mentoring, support and advocate with consumers/families during their time at the CSU facility and will assist with discharge planning and facilitate the consumer's transition to the appropriate lower level of care.
- i. Medical Staff – The medical staff of the CSU program shall be composed of all applicable licensed medical professionals pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements) of the California Code of Regulations.
 - j. Clinical Staff - The clinical staff shall be composed of all licensed mental health professionals as included in Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements) of the California Code of Regulations.
 - k. Medical Records
 1. The County has implemented an electronic health record system (Anasazi/Cerner) and the expectation is that the provider will utilize this record keeping system.
 2. Medical records shall be entered, maintained, and disclosed in such a manner as to comply with the Federal, State and County standards.
 - l. Pharmaceutical Services - Vendors must provide for the required level of medications for a Crisis Stabilization program pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements) of the California Code of Regulations.
 - m. If the vendor intends to utilize any type of automated dispensing system, the cost of that system and pharmacy consultants shall be include as part of the cost proposal.
 - n. Assessment of Physical Health & Medical Backup Services – Pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements) of the California Code of Regulations, vendor shall describe the means they intend to use to provide admission history and physical examination, and to have a written agreement for medical services with one or more general acute care hospitals. Said agreements are to be executed by start of contract.
 - o. Utilization Review, Billing and Cost Report:
 - 1) Vendor must notify the Department of any admission of a County consumer within 24 hours or the next business day in a manner approved by the County. The notification method shall be mutually acceptable by both County and the successful Proposer.

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- 2) Vendor shall be responsible to insure that documentation in the consumer's medical record meets medical necessity criteria for the hours of service submitted to County for reimbursement by federal intermediaries, third-party payers and other responsible parties.
 - 3) Vendor shall enter all mental health data and billing information into the County electronic health record system and will be responsible for any and all audit exceptions pertaining to the delivery of services.
 - 4) Submit a complete and accurate State of California Department of Health Care Services (DHCS)/Short Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 90 days following the end of each fiscal year.
 - 5) Insure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the DHCS and the County.
- p. Patients' Rights and Certification Review Hearings
- 1) Adopt and post in a conspicuous place a written policy on patient rights in accordance with section 70707 of Title 22 of the California Code of Regulations and section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations section 438.100.
 - 2) Allow access to County consumers by the Patients' Rights Advocate as designated by the County.
- q. Grievances and Incident Reports_- Vendor shall comply with the County of San Luis Obispo Mental Health Plan's policies and procedures for reporting incidents and grievances. (Appendix G). Vendor shall post signs, provided by the County, informing consumers of their right to file a grievance and appeal and other informing materials deemed appropriate by the County.
- 1) Within fifteen (15) days after vendor submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after vendor receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, vendor shall provide a summary of such plans and orders to County.

III. Vendor will describe and include in the response to the RFP how the following program objectives will be accomplished, including:

- A. Provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health consumers who are exhibiting acute psychiatric symptoms. This includes the manner in which seclusion and restraint will be administered when necessary for the safety of the consumer, other consumers in the program and staff. Program description must include provision of services that are voluntary in nature and reflect the needs of those present that are not involuntarily detained.
- B. Proposers are to explain cost containment strategies for the provision of stock and prescription medications to patients (i.e. use of a prescription assistance program, contracting with a pharmaceutical benefits management company, explain what type of formulary would be used, and elaborate on any co-pays and/or generic substitutions etc.).

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- C. Provide the appropriate type and level of staffing to provide for a clinically effective Crisis Stabilization program design. Proposers are to explain any required training and proficiency standards set for staff in performing nonviolent crisis intervention techniques as gained as modeled by the Crisis Prevention Institute or other similar program.
- D. Provide an intensive crisis stabilization plan which has consumer centered crisis/treatment plans and are inclusive of psychiatric relapse prevention strategies that when medically, clinically and safely implemented do NOT include facilitation of emergency room/medical response.
- E. Stabilize the consumers' acute psychiatric symptoms as soon as possible as a means to stabilizing the consumer while preventing the need for inpatient psychiatric services, thus reducing the negative impact of untreated mental illness.
- F. Effectively partner with other programs in the County and community system (i.e. law enforcement, local emergency departments, etc.) in accepting County consumers for admission for Crisis Stabilization services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services (county mental health programs, community based organizations etc.) are provided.
- G. Identify consumers with frequent admissions during the fiscal year and to develop strategies with other County and community agencies to reduce readmissions.
- H. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care.
- I. Work effectively with the County Psychiatric Health Facility as appropriate for consumers presenting to the CSU as gravely disabled and may require consideration for a temporary conservatorship.
- J. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The selected Proposer shall perform the following:
 - 1. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be achievable and realistic for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum (as outlined in the Charter):
 - a. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
 - b. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
 - c. Improvement in routine integrated screening, and identification in the data system of how many consumers served have co-occurring issues;
 - d. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
 - e. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each consumer.

OPERATION OF A CRISIS STABILIZATION UNIT**IV. Vendor will describe and include in response to RFP the means by which cultural and linguistic competence requirements will be addressed, including:**

- A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.
- B. Consistent with the County Cultural Competence Plan, vendor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Vendor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. Vendor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, contractors and agents within 90 days of hire, and annually thereafter. Vendor to certify compliance with a Cultural Competence Plan by signing the Contractor Compliance Attestation Form, also as Appendix F.
- C. Adopt Health Agency policies and procedures for, or seek approval for, vendor written policies and procedures, ensuring access and appropriate use of trained interpreters and material translation services for all Limited English Proficiency (LEP) consumers, including, but not limited to, assessing the cultural and linguistic needs of its consumers, training of staff on the policies and procedures, and monitoring its language assistance program.
- D. Vendor assurances that minors shall not be used as interpreters.
- E. Development of internal systems to meet the cultural and linguistic needs of the vendor's consumer census including the incorporation of cultural competency in the vendor's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc. - initiatives related to cultural competency.
- F. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.
- G. How the vendor will keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the vendor maintains current information and an external perspective in its policies. The vendor will evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
- H. Insure that an assessment of a consumer's sexual orientation is included in the bio-psychosocial intake process. Vendor staff will assume that the population served may not be in heterosexual relationships. Gender sensitivity and sexual orientation must be covered in annual training.
- I. How vendor staff will utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
- J. The vendor is required to attend or provide within own agency (with County approval) all mandated County and SLOBHD trainings to include but not limited to Cultural Competence, General Compliance, Documentation and Billing, Health Information Privacy and Security Policy, Conflict of Interest, Disclosures, and Waste, Fraud and Abuse.
- K. The vendor will report its efforts to evaluate cultural and linguistic activities as part of the vendor's ongoing quality improvement efforts in the monthly activities report. Reported

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information may include consumers' complaints and grievances, and resulting actions regarding complaints and grievances, results from consumer satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

V. Vendor will describe and include in response to RFP a timeline of all planning and implementation activities; and include a plan to provide data collection, analysis, and reporting to meet the stated goals and outcomes listed below.

VI. CSU program Goals and Outcomes:

- A. The County's stated goal for the SLOBHD Crisis Stabilization Unit program is to avoid unnecessary hospitalization and incarceration while improving wellness for individuals with mental health disorders and their families. This will be accomplished by the following objectives:
1. Maximize access to appropriate levels of care by establishing a Crisis Stabilization Unit in the county.
 2. Improve patient outcomes by employing peer crisis stabilization staff within a "Recovery Campus" model.
 3. The following items listed below represent program goals to be achieved by the selected vendor in addition to vendor-developed outcomes. The program's success will be based on the number of goals it can achieve, resulting from performance outcomes. The selected vendor will utilize a computerized tracking system (County approved) with which outcome measures and other relevant consumer data, such as demographics, will be maintained.
 4. Vendor goals and objectives should reflect the following, along with provided key measures which align with the County's CSU program goals:
 - a. Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment.
 - 1) Reduced direct requests to admit clients to PHF by law enforcement, by 10% in first year.
 - 2) Increased law enforcement requests for CSU admission, by 10% after first year baseline.
 - 3) Reduced 5150 by law enforcement, by 10% in first year.
 5. Effectiveness in crisis stabilization services as demonstrated by the number of consumers that are able to be discharged to the community and avoid inpatient hospitalization.
 - a. Increase in outpatient service enrollments for Crisis clients, by 10% in first year.
 - b. Increase in community-based service enrollments for Crisis clients, by 10% in first year.
 - c. Improved symptom and wellness scores for Crisis clients, by 10% after first year baseline.
 6. Effectiveness of discharge planning as demonstrated by the number of referrals and linkage to programs with the County Behavioral Health system, including community providers and other community resources. Outcome reporting should be inclusive and reflective of recidivism as a measurement of effective discharge planning.
 7. Effective linkage with outpatient and community services to reduce recidivism by engaging clients in post-crisis care.

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- a. Decrease in CSU patients who re-admit after post-discharge triage, by 10% after first year baseline.
- b. Decrease in CSU clients who return for a crisis service from hospital, PHF, or jail within 15 and 30 days by, 10% after first year baseline.
8. Effective and accurate documentation of Medi-Cal medical necessity criteria, or other requirements, resulting in a null or minimal denial rate for Crisis Stabilization billing. This will be determined by the utilization review performed by the County of San Luis Obispo Mental Health Plan.
9. Proposals should outline the Vendor's goals, objectives, and measurable outcomes, along with a plan for data collection and reporting.

VII. Budget Detail and Narrative

- A. Provide a line item budget that shows revenue and expenditures projections for one fiscal year (July – June)
- B. Provide a budget narrative that:
 1. Describes the staffing configuration and the costs for proposed staffing including the number of staff, position titles, and licensures
 2. Specifies the type of food service (and other sub-vendors) that will be acquired for the unit.
 3. Specifies the amount of any revenue and resources to be used from other sources (e.g., Medi-Cal revenue).
 4. Describes how the budget sufficiently supports the proposed response to the requirements of the RFP.
 5. Describes how records will be maintained identifying the source and application of funds provided.
- C. If funds will be used for match required by other funding sources, please list the funding source and the amount of match required.

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APPENDIX B – SAMPLE CONTRACT

Please see sample contract, titled “Contract for Behavioral Health Services”, attached as a separate document.

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APPENDIX C – LOCAL VENDOR PREFERENCE

The **County** has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the **County** of San Luis Obispo; 2) The vendor holds a valid business license issued by the **County** or a city within the **County**; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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APPENDIX D – RISK ASSESSMENT QUESTIONNAIRE**Required Submittal**

1. List the full names of any partners, owners, officers or other persons occupying a position of authority or responsibility in your organization.
2. Have the individual(s) in item #1 been subject to bankruptcy, insolvency or receivership proceedings in the last five (5) years? Yes No If yes, please enclose details.
3. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes No If so, please enclose details.
4. Has your business/company/organization/individual(s) in item #1 ever had a contract for the general type of services/product sought by the County terminated for non-compliance or inadequate performance? Yes No If yes, please enclose details.
5. Has your business/company/organization/individual(s) in item #1 ever defaulted on a contract for the general type of services/product being sought by the County?
Yes No If yes, please enclose details.
6. Has there been, in the last five (5) years, or is there now pending or threatened, any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization/individual(s) in item #1? Yes No If yes, please enclose details.
7. Has your business/company/organization/individual(s) in item #1 fulfilled all of its obligations relating to the payment of county taxes, fees, or other obligations?
Yes No If no, please enclose details.
8. In the last five (5) years, has your business/company/organization/individual(s) in item #1, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes No If yes, please enclose details.
9. In the last five (5) years, has your business/company/organization/individual(s) in item #1 been debarred or suspended for any reason by any federal, state or local government or refrained from bidding on a project due to an agreement with such governmental agency? Yes No If yes, please attach a full explanation.

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- 10. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had its surety called upon to complete any contract, whether government or private sector?
Yes No If yes, please enclose details.

- 11. In the past five (5) years, has your business/company/organization/individual(s) in item #1 had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No If yes, please enclose details.

- 12. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes No If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed Name and title: _____

OPERATION OF A CRISIS STABILIZATION UNIT

APPENDIX E – PROPOSER CHECKLIST

Please check all documents in which you have included with your submittal.

Technical Proposal (Required).....

(Including resumes)

Risk Assessment Questionnaire (Required).....

Local Vendor Preference (Optional).....

OPERATION OF A CRISIS STABILIZATION UNIT

APPENDIX F – CONTRACTOR COMPLIANCE ATTESTATION FORM

BEHAVIORAL HEALTH CONTRACTOR COMPLIANCE CERTIFICATION

In accordance with the FY 2017-18 Contract between your organization and the County of San Luis Obispo, below are the required Certifications identified in Exhibit E.5.Compliance Certification of the contract. Please review each Certification summary below and sign at bottom of page certifying acknowledgement of each statement and return to the County.

Health Information Privacy & Security:

Contractor certifies its employees, contractors and agents have read, acknowledge receipt, and comply with approved training and policy regarding laws protecting client health Information and personally identifyint information. County training is located at: SLO County Health Information Training / Health Information Policy

Compliance Plan:

Contractor certifies its employees, contractors and agents have read, acknowledge receipt, and comply with all provisions of the latest edition of the County Mental Health Compliance Plan and Code of Ethics located at: http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Support-Page-for-Contractors-and-Net.aspx

Cultural Competency Plan:

Contractor certifies that it and all its employees, contractors and agents have read and received a copy of the latest edition of the County Cultural Competence Plan and agree to abide by its provisions located at: http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Support-Page-for-Contractors-and-Net.aspx

Inspector Generals' Excluded Provider List:

Contractor certifies that neither it nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General. This list is to be checked on a monthly basis. The Inspector General list of excluded individuals or entities may be found at: http://exclusions.oig.hhs.gov/

Medi-Cal Excluded Provider List:

Contractor certifies that neither it nor any of its employees, contractors or agents are listed on the Medi-Cal List of Excluded or Ineligible Providers. This list is to be checked on a monthly basis. The Medi-Cal list of suspended and ineligible providers may be found at: http://www.medi-cal.ca.gov/references.asp

Conflicts of Interest:

Contractor certifies that Contractor, Contractor's employees, Board of Directors, officers and/or immediate family have no interest, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract or conflicts with the law.

Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%:

Contractor certifies that it has disclosed to the County, in writing, the name, date of birth, and Social Security number of any person(s) who:

- 1. has/have an ownership interest in the contractor of greater than 5%; and/or,
2. is/are a managing employee/s of the contractor and has/have been convicted of a crime related to federal health care programs.

CONTRACTOR

Community Action Partnership of San Luis Obispo County

Signature

Date

Printed Name and Title

OPERATION OF A CRISIS STABILIZATION UNIT

APPENDIX G – PATIENT GRIEVANCES

PHF Policy & Procedure Manual
Mental Health Services
San Luis Obispo County

Subject: Patient Grievances
Policy No.: 12.04
Page 1 of 4

12.04 PATIENT GRIEVANCES**I. POLICY:**

San Luis Obispo County Behavioral Health (SLOBH) will implement a problem resolution process that enables each beneficiary to resolve problems or concerns about any issue related to SLOBH's performance of its duties in a sensitive and timely manner.

II. PURPOSE:

1. To ensure that beneficiaries have a consistent and timely means established by law to resolve all concerns about the care they receive at all sites.
2. To ensure that all Medi-Cal beneficiaries are informed of and have access to effective problem resolution processes.

III. REFERENCES:

- California Code of Regulations, Title 9, §§ 1810.200, 1810.375, 1810.203.5, 1810.216.2, 1812.218.1, 1850.205 – 1850.208
- Code of Federal Regulations, Title 42, §§ 438.400 – 438.424
- Mental Health Plan (MHP) Contract, Exhibit A, Attachment I, Sections 7 and 15
- DMH Letter 05-03

IV. PROCEDURE:**A. Beneficiary Informing**

1. Information regarding the problem resolution processes will be provided to the patients at the beginning of services and upon request thereafter.
2. The Beneficiary Handbook, Guide to Mental Health Services, which contains detailed information about the processes, will be made available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
3. The Rights for Individuals in Mental Health Facilities handbook will be provided at admission.
4. Consumer Request Forms and postage paid, self-addressed envelopes are able to obtain, complete and returned without having to make a verbal or written request to anyone.
5. Patients admitted to the Inpatient Unit shall be informed of the grievance procedure. The grievance procedure is posted in the facility in an area easily viewed by patients, and/or their designee or responsible party in English and the MHP's threshold language (Spanish).

B. General Provisions

1. A beneficiary may designate another person to act/represent on the beneficiary's behalf in the grievance process.

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2. All grievances will be directed to the Patients' Rights Advocate (PRA) for logging and assistance.
3. A beneficiary or a provider will not be subject to discrimination or any other penalty or punitive action for filing a grievance.
4. All grievances/ will be resolved in a confidential manner that respects the rights and dignity of the beneficiary.
5. The Patients' Rights Advocate may, at any time, inform the Behavioral Health Administrator of the nature of a Grievance in order to expedite a resolution.
6. The PRA will present problem resolution issues to the Quality Support Team (QST) Committee on a quarterly basis (more frequently if needed) for quality improvement purposes. The QST Committee will forward concerns to the Behavioral Health Administrator as needed to effect system changes.

C. Filing a Grievance

6. Grievances will be filed orally or in writing.
7. The Consumer Request Form will be available for written submission of grievances.
8. The PRA will, at the beneficiary's request, assist with these filing processes. Assistance will include, but not be limited to, help writing the grievance a Consumer Request Form.
9. The date of the initial oral or written submission starts the disposition timeline.
10. Complaints filed by any patient admitted to the Psychiatric Health Facility (PHF) may be resolved by the staff quickly, efficiently and with sensitivity at a lower level without going through the grievance process. However, if a complaint cannot be satisfactorily resolved by PHF staff, the patient and/or their designee or responsible party may file a formal grievance orally or in writing.

D. Grievance Log and Confirmation of Receipt

1. The PRA will record each grievance appeal in a Grievance Log within one working day of receipt. The log will contain all of the following:
 - Name of the beneficiary
 - Date of receipt of the grievance
 - Nature of the problem
 - Persons responsible for resolution
 - Final dispositions (or reason for lack of disposition)
 - Date the written decision is sent to the beneficiary
2. The PRA will report de-identified data to Department of HealthCare Services (DHCS) from the log on an annual basis.
3. The PRA will retain the log for seven years.
4. The PRA will send written confirmation to the beneficiary within one working day of the receipt of the grievance.

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E. Timelines for Resolution

	Disposition and Notification Timeline*
Grievance	60 calendar days

1. If the grievance is not resolved in the allotted timeframe, the PRA will notify the beneficiary and issue a Notice of Action (NOA)-D.
2. Timeframes may be extended by up to (14) calendar days if the beneficiary requests an extension or if SLOBH determines that there is a need for additional information and that the delay is in the beneficiary's interest.
3. If SLOBH extends the timeframes, the PRA shall, for any extension not requested by the beneficiary, notify the beneficiary of the extension and the reasons for the extension in writing.

F. Review process

1. SLOBH will allow the beneficiary and/or representative to examine the beneficiary's medical records and any other documents or records considered before and during the appeal process.
2. SLOBH will utilize staff who were not involved in any previous review or decision-making on the issue to review evidence and make decisions on grievances.

G. Notification of Disposition

1. The PRA will notify providers involved in the grievance of the final disposition of the process.
2. The PRA will notify the beneficiary and/or his or her representative of the resolution of the grievance writing. The notice will contain:
 - The results of the resolution process
 - The date that the decision was made

I. DEFINITIONS:

1. "Action" means:
 - a. A determination that medical necessity criteria have not been met and the beneficiary is not entitled to any Specialty Mental Health Service (SMHS)
 - b. A denial, modification or reduction of a provider's request for authorization prior to the delivery of the service
 - c. A denial, modification, reduction or termination of a provider's request for payment authorization after the service after the service was provided
 - d. A failure to act within the timeframes for resolution of grievances, appeals, or expedited appeals
 - e. A failure to provide a specialty mental health service within the timeframe established by the MHP
2. "Grievance" means:
 - a. A beneficiary's verbal or written expression of dissatisfaction about any matter other than a matter covered by an appeal

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V. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
01/17	Entire Policy	Revised and reformatted
Prior Approval dates:		

On file	02/03/17
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Approved by: Daisy Ilano, MD
Behavioral Health Medical Director

Date

On file	02/03/17
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Approved by: Anne Robin, LMFT
Behavioral Health Administrator

Date