

**County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division**  
on behalf of the

**Health & Human Services Agency, Behavioral Health Division**



**Request for Qualifications (RFQ)  
#24-0051**

for

**Youth Specialty Mental Health Services (SMHS)**

**Submittal Deadline:**

**June 24, 2024, not later than 3:00:00 PM (Pacific)**

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Attachment A - Sample Agreement for Services\*

Attachment B – Application and Certification Form

Attachment C – Staff and Team Qualifications

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Attachment F – Reference Worksheet

\*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

## 1.0 INTRODUCTION

The County of El Dorado (hereinafter referred to as County) is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two (2) incorporated cities in the County are Placerville and South Lake Tahoe. The United States (US) Census estimates that, as of 2022, the population of the County is 192,646. The largest city in the County is South Lake Tahoe, a resort city located in the Sierra Nevada Mountains, with a reported US Census 2022 population of 21,175.

The County is soliciting sealed Statements of Qualifications (SOQ) from qualified mental health providers to deliver Specialty Mental Health Services (SMHS) to individuals under the age of twenty-four (24) who meet criteria for outpatient SMHS as set forth in Welfare & Institutions Code (WIC) Division 5, Section 5600.3 and California Code of Regulations (CCR), Title 9, Division 1, Chapter 11, Sections 1830.205 and 1830.210. Firms must demonstrate their experience in providing youth SMHS. Work may include, at a minimum, case management, assessment, individual, family or group therapy, medication support services and crisis intervention.

The purpose of this Request for Qualifications (“RFQ”) is to establish a Qualified List (“QL”) of mental health providers to deliver youth SMHS on an as-needed basis at locations throughout the County including an individual’s home, school, office, or other appropriate site. The County intends to name approximately four (4) or more successful Respondents (as used herein, a “Respondent” is a person, entity or organization that submits a response to this RFQ) to the QL, which shall be valid for three (3) years from the date of award. The awarded agreements (contracts) will have an initial eighteen (18) month term, with an option to renew for an additional one (1) year period, for a not to exceed two (2) years and six (6) month term.

The County makes no specific guarantee of a minimum or maximum amount of services which shall be requested of any Respondents named to the QL. The County will assign work to successful Respondents through the resulting awarded agreements for specific tasks and will make awards based on the experience and expertise required for the work, Respondent’s current workload, ability to respond, or other relevant criteria. This RFQ includes a description of the scope of work and instructions for submitting a SOQ.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The following schedule for this RFQ process is listed below for reference purposes and is subject to change:

RFQ Issuance	May 16, 2024
Deadline for Final Questions	June 10, 2024
Answers Posted on or About	June 17, 2024
Due Date for Submissions	June 24, 2024

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued and posted at:

<https://pbsystem.planetbids.com/portal/48157/portal-home> (“PlanetBids”).

Any amendment to this RFQ is valid only if in writing and issued by the Chief Administrative Office, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFQ are invalid.

All interpretations or corrections, as well as any additional RFQ provisions that the County may decide to include, will be made only as an official addendum that will be posted to PlanetBids and it shall be the Respondent’s responsibility to ensure they have received all addendums before submitting their submittal. Any addendum issued by the County shall become part of the RFQ and shall be incorporated into the submittal.

County will not be bound by oral responses or inquires or written responses other than written addenda.

## **2.0 SCOPE OF WORK**

Any reference in this RFQ to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Respondent under the agreement. In the event of any conflict between a provision of this RFQ and the provisions of the agreement attached as Attachment A, the terms of the agreement shall govern.

The successful Respondent(s), shall, on an as-needed basis, furnish all personnel, equipment, and services necessary to provide youth SMHS including, at a minimum, case management, therapy (family, individual or group), assessment, rehabilitation (family, individual or group), medication support services, crisis intervention, therapeutic behavioral services, plan development, Intensive Care Coordination (ICC), Intensive Care Coordination Child Family Team (ICC-CFT), and Intensive Home-Based Services (IHBS). The successful Respondent(s) shall comply with Medi-Cal timely access requirements, including making services available twenty-four (24) hours a day, seven (7) days a week when medically necessary.

Youth SMHS must be provided to all eligible Medi-Cal beneficiaries (also referred to herein as “Clients”), per CCR Title 9, Division 1, Article 2, Section 1830.205.

The County is seeking submittals from firms that are fully staffed and equipped to perform the services described herein. Youth SMHS shall be provided throughout the community, including an individual’s home, school, office or other appropriate site(s). Facilities utilized by the successful Respondent(s) for Outpatient SMHS must be maintained in accordance with Department of Health Care Services (DHCS) protocol and be Medi-Cal Site Certified. The successful Respondent(s) must comply with all applicable federal and state regulations including, at a minimum, WIC Division 5 and CCR Title 9, Division 1, Chapter 11. The successful Respondent(s) shall be able to perform all professional services as outlined below.

## **2.1 Introduction**

The successful Respondent(s) shall provide evidence and strength-based, culturally competent, flexible, individual- centered, family driven, effective, and quality SMHS to all eligible individuals referred from the County’s Health and Human Services Agency (HHS), Behavioral Health Division (BHD) (hereinafter referred to as “HHS BHD”), who meet the criteria for outpatient SMHS as set forth in Section 5600.3 WIC and Title 9, Division 1 CCR and who are referred from the County (“Client” or “Beneficiary”).

As an organizational provider agency, the successful Respondent(s) shall provide administrative and direct program services to County’s Medi-Cal Clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For Clients under the age of twenty-one (21), the successful Respondent(s) shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code (WIC § 14184.402 (d)).

The successful Respondent(s) have the option to deliver services using evidence-based program models. The successful Respondent(s) must submit to the County Contract Administrator (which will be named in resulting agreements), and receive written approval from the County Contract Administrator, for any Evidence-Based Practices (EBPs) prior to implementation within an existing or new program. The successful Respondent(s) must submit documentation demonstrating fidelity with the identified Evidence-Based Practice.

The successful Respondent(s) shall provide said services in the successful Respondent’s program(s) as described herein this RFQ.

## **2.2 Program Service Hours**

The successful Respondent(s) SMHS provisions must be made available to beneficiaries twenty-four (24) hours a day, seven (7) days a week, when medically necessary.

The successful Respondent(s) shall have available twenty-four (24) hours a day, seven (7) days a week an on-call Mental Health Clinician or Rehabilitation Specialist to provide de-escalation support for the Client and their families at the time of crisis.

## **2.3 Target Population**

The successful Respondent(s) shall provide services to the following populations:

- 2.3.1 The target population for the services herein are individuals aged twenty-one (21) and under who are eligible for Outpatient Specialty Mental Health Services (SMHS).
- 2.3.2 In cases in which there is more than one (1) individual in the same family receiving mental health services, each individual shall be a separate Client.
- 2.3.3 The terms “Medi-Cal Beneficiary” or “Medi-Cal Beneficiaries” refer to those Clients who have Medi-Cal as of the date the Authorized Service was provided.

## **2.4 Program Design**

### General Program and Service Requirements:

- 2.4.1 The successful Respondent(s) agree to furnish the personnel and equipment necessary to provide comprehensive outpatient SMHS, as defined in the California Code of Regulations (CCR) Title 9, Division 1, including services identified by the State as part of the Continuum of Care Reform, and includes the use of parent partners and peer advocates for Clients referred to the successful Respondent from the County. For the purposes of the resulting agreement and this RFQ, “parent partners” shall mean parents who have lived experience with the Child Welfare System, and “peer advocates” shall mean individuals who have prior personal participation with Child Welfare Services as a child/youth.
- 2.4.2 The successful Respondent(s) agrees to be responsible to ensure all provided services and documentation are consistent and in accordance with MHP Agreement(s) with the DHCS in effect at the time services are provided (the “MHP Agreement”). Said agreement(s) are available at

<https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSA-Contractor-Resources>

- 2.4.3 SMHS shall be provided based on clinically indicated need in accordance with a Problem List, as approved and authorized by County. The successful Respondent(s) shall provide SMHS to the individual Client, which may include family/parents/caregivers/guardians, or other significant support persons. The successful Respondent(s) shall ensure that families are offered training and given information that will support them in their roles as active, informed decision- makers for and with their family member who is the Client.
- 2.4.4 The successful Respondent(s) shall collaborate with all parties that may be involved with the Client and family, including at a minimum limited to parents, schools, doctors, social services, County Child Welfare Services (CWS), Alta Regional, County Substance Use Disorder Services, and County Probation.
- 2.4.5 The successful Respondent(s) shall ensure required Children’s Specialty Mental Health Services Checklists, are completed at intake, and when any life changes occur that would impact eligibility for enhanced services.
- 2.4.6 If a Client is determined to be eligible for Pathways to Well-Being, the successful Respondent(s) will ensure an initial CFT meeting is held to determine the course of treatment, and the successful Respondent will provide ICC and IHBS services as clinically appropriate. The successful Respondent(s) will provide ICC-CFTs at a minimum of every ninety (90) days and use the billing code ICC-CFT for those meetings.
- 2.4.7 The successful Respondent(s) shall abide by all applicable State, federal, and county laws, statutes, regulations, and information notices (“Program Requirements”), and all Policies and Procedures adopted by County to implement said Program Requirements.
- 2.4.8 The successful Respondent(s) shall ensure compliance with the terms and conditions of any resulting agreement, including at a minimum, to the following:
  - a. All references to County Agreements with DHCS and governing legislation shall be as currently exists or as may be amended during the term of any resulting agreement. Replaced, amended, or new DHCS/County Agreements and governing legislation will not necessitate an amendment to any resulting Agreement.
  - b. SMHS shall be provided to the individual Client and may include family/parents/caregivers/guardians, or other significant support persons.
  - c. The successful Respondent(s) shall ensure that families are offered training and given information that will support them in

their roles as active, informed decision-makers for and with their family member who is the Client.

- d. The successful Respondent(s) shall collaborate with all parties that may be involved with the Client and family, including at a minimum, parents, schools, doctors, social services, County CWS, Alta Regional, County Substance Use Disorder Services, and County Probation.
- 2.4.9 The successful Respondent(s) shall provide referrals and/or facilitate linkage to community-based and social service organizations for needs such as housing, food, clothing, and transportation as may be appropriate based upon Client needs.
- 2.4.10 To the extent required based upon Client's legal status, the successful Respondent(s) shall insure that all staff accompanying a Client into the community as a part of SMHS delivery will maintain ongoing supervision and care for the Client throughout the service event, to include receiving the Client from and returning the Client to Client's current placement and advising the appropriate responsible adult of the Client's return. The successful Respondent(s) shall develop and maintain a policy and procedure reflecting this requirement and submit any updates to the County Contract Administrator listed in resulting agreement(s).
- 2.4.11 In the event a Client is placed in an out-of-county psychiatric emergency facility and is newly referred to Respondent(s) or is an existing Client of Respondent, the successful Respondent(s) shall serve as the main point of contact for all discharge, aftercare and other care coordination for Client.
- 2.4.12 The successful Respondent(s) must submit a referral via fax to the HHSA BHD for Therapeutic Behavioral Services (TBS) for authorization and assignment of services.
- a. TBS requires a County service authorization initially for thirty (30) days, then no more than two (2) additional 60-day authorization periods, each requiring new service authorization from the HHSA BHD.
  - b. Upon approval, HHSA BHD will provide the service authorization to Respondent(s).
  - c. Respondent(s) shall develop and deliver a separate treatment plan for TBS services.
  - d. Discharge planning will be a focus throughout treatment.
- 2.4.13 The successful Respondent(s) shall identify all Clients due to age-out of SMHS and oversee transition of Client into Adult SMHS. Respondent(s) will initiate appropriate treatment referrals to the HHSA BHD to ensure that mental health treatment linkages are in place, and will participate with the Client, County or designated staff, and other key support in creating a plan that assures a successful transition of Client(s). To the extent possible, transition planning will



commence at least one (1) year prior to the Client's anticipated transition from the successful Respondents' SMHS to Adult SMHS.

2.4.14 The successful Respondent(s) are prohibited from using any unconventional mental health treatments. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time-Out, Isolation, Wrapping, Eco-Therapy, Theraplay and Reparative or Conversion Therapy for the purpose of altering a person's sexual orientation or gender identity. Such unconventional treatments also include, but are not limited to, any treatments that violate the Client's personal rights.

## **2.5 Client Services**

The successful Respondent(s) shall provide the following medically necessary covered SMHS, as defined in the DHCS Billing Manual available at, <https://www.dhcs.ca.gov/Documents/SMHS-Billing-Manual-v1-5.pdf> or follow subsequent updates DHCS makes to this billing manual) to Clients who meet access criteria for receiving SMHS. The successful Respondent(s) shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

SMHS interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Unless otherwise specified, activities may be offered to all Clients aged twenty-one (21) and under that are referred to the successful Respondent(s) from the County for contracted services. County SMHS to be provided by the successful Respondent(s) include, but are not limited to, the following Billable Service Codes:

- a. Case Management;
- b. Family Therapy;
- c. Family Rehabilitation;
- d. Assessment;
- e. Assessment – Review of Client Chart;
- f. Individual Therapy;
- g. Individual Rehabilitation;
- h. Group Therapy;
- i. Group Rehabilitation;
- j. Medication Support Services;
- k. Crisis Intervention;
- l. Therapeutic Behavioral Services (Clients under age twenty-one (21) only);
- m. Problem List Development;
- n. Intensive Care Coordination (ICC) (Clients under age twenty-one (21) only); and

- o. Intensive Home-Based Services (IHBS) (Clients under age twenty-one (21) only).

Where appropriate, Add-on Codes shall be used in conjunction with the above stand-alone Billable Service Codes. Add-on Codes include but shall not be limited to:

- a. Interpretation Services;
- b. Collateral;
- c. Interactive Complexity Maladaptive Communications;
- d. Prolonged Visit; and
- e. Crisis – Licensed Staff.

Non-Mental Health Supportive Services and Goods: Non-Mental Health Supportive Services and Goods may be utilized by the successful Respondent(s) to support a Client by providing services and/or goods that fall outside of the Client's medical necessities. These may include but are not limited to transportation support and vehicle repairs, over-the-counter medications and non-mental health medical procedures, extra-curricular and recreational activities, home-related needs and repairs, education and professional development support, and Client engagement incentives including meals and snacks.

## **2.6 Referral and Intake Process**

The successful Respondent(s) shall follow the referral and intake process as specified herein.

For new Requests for Services:

- 2.6.1 The successful Respondent(s) shall refer all new requests for SMHS to the HHSA BHD. These referrals can be made via walk-in, phone call, or secure fax.
- 2.6.2 County will administer the DHCS Screening Tool to determine if Client is eligible for further assessment with SMHS Respondent. El Dorado County can determine that Client is eligible for further assessment with a SMHS Respondent without administering the Screening Tool if there is sufficient collateral information reflecting need.
  - a. If eligibility is established, HHSA BHD will provide a referral packet via fax or email to the successful Respondent. The referral packet provided by County to Respondent will contain the following documentation:
    - i. Admission Sheet;
    - ii. Copy of completed Screening Tool, if applicable; and
    - iii. Initial 60-day authorization.
- 2.6.3 Medi-Cal SMHS eligibility determination will be conducted by the contracted SMHS Mental Health Clinicians unless otherwise delegated by County.
  - a. If Client is found to be eligible for Medi-Cal SMHS, the successful Respondent will continue to provide treatment and

submit initial authorization packet to HHSA BHD to obtain authorization for services.

- b. If Client is found to be ineligible for Medi-Cal SMHS, the successful Respondent(s) will link them to the Managed Care Plan using the Transition of Care Tool, or by providing referrals to appropriate community-based services and submitting discharge packet to HHSA BHD.

## **2.7 Program or Service Specific Authorization Requirements**

Within sixty (60) days after initial authorization is provided, the Respondent(s) clinician shall complete the intake process with the Client, including, at a minimum, completing the following documents:

- a. California CANS 50;
- b. PSC-35;
- c. Medi-Cal 7 Domain Assessment;
- d. Problem List;
- e. CSI Assessment;
- f. CSI Admission;
- g. Eligibility for Pathways to Wellbeing Checklist; and
- h. Care Plan progress note.

The successful Respondent(s) shall also provide the Client with the following forms:

- i. Notice of Privacy Practices;
- j. Guide to Medi-Cal;
- k. Informed Consent;
- l. Advanced Directive (Clients aged 18 and above); and
- m. Uniform Method of Determining Ability to Pay (UMDAP)

Additionally, the successful Respondent(s) shall obtain all necessary signatures verifying receipt of said notices and guides.

Consent to Treat: No services, even Plan Development, can be billed until the Client and appropriately licensed Respondents' staff have signed a Client "consent for treatment". All activities preceding the signed "consent for treatment" are to be documented in the chart and NOT invoiced to the County. [Note: it is fraudulent to back-date a "consent for treatment."]

Authorization for Continued Services: Prior to the expiration of Initial Authorized Services, as needed, the successful Respondent(s) shall seek continued authorization from HHSA BHD for continued services as follows:

- 2.7.1 The successful Respondent(s) shall submit the Client Authorization Packet to the HHSA BHD no later than sixty (60) days after the initial

authorization is provided by the HHSA BHD. The Authorization Packet must include the following forms:

- a. Completed “Children’s Specialty Mental Health Services Authorization Checklist (Initial/6- Month/Annual)” signed by the successful Respondent’s clinician and supervisor;
  - b. CSI Admission;
  - c. CSI Assessment;
  - d. Assessment, with included primary mental health diagnosis;
  - e. Problem List;
  - f. Progress Note(s) containing Care Plan for provision of Targeted Case Management, Intensive Care Coordination (ICC), and Intensive-Home Based Services (IHBS); when applicable. Please note that Case Management, ICC, and IHBS will not be authorized for ongoing services without an attached Care Plan;
  - g. CANS-50;
  - h. PSC-35; and
  - i. Eligibility for Pathways to Well-Being Checklist.
- 2.7.2 Once a complete authorization packet is received by the HHSA BHD, BHD will conduct an audit of the Client’s chart to confirm compliance with medical necessity, treatment planning, and progress note documentation.
- 2.7.3 Upon approval of continuation of services, the successful Respondent(s) will receive emailed reauthorization from HHSA BHD for (six) 6 months of continued services from the date of completion of the CANS 50 and PSC 35 tools, whichever was completed first.
- 2.7.4 Reauthorization for services to continue after the initial Authorization should be requested no later than six (6) months from completion of the initial CANS and PSC completion date. This should be submitted every six (6) months for continued authorization. The Reauthorization Packet must include the following forms:
- a. Completed reauthorization form included herein on page 19 titled, “Children’s Specialty Mental Health Services Authorization Checklist (Initial/6- Month/Annual)”;
  - b. CANS-50; and
  - c. PSC-35.

## **2.8 Availability of Services**

In accordance with CCR, Title 9, Section 1810.405, the successful Respondent(s) shall:

- a. Comply with timely access requirements for services as established by the State, taking into account the urgency of need for services.

- b. Ensure services are available to Medi-Cal Beneficiaries that are no less than the hours of operation available to non-Medi-Cal Beneficiaries.
- c. Make services available to beneficiaries twenty-four (24) hours a day, seven (7) days a week, when medically necessary.
- d. The successful Respondent(s) shall have available, twenty-four (24) hours a day, seven (7) days a week, a telephone crisis line so that Clients and their families can reach a Mental Health Clinician or Rehabilitation Specialist for de-escalation support at the time of crisis. Respondent shall provide Client with the crisis line phone number and instructions on how to use it at onset of SMHS services.

Contracted services must be provided in each Client's preferred language. To the extent that it may be needed, the successful Respondent shall make language interpretation services available for Clients, at no cost to Client or County, in the preferred language and/or format (e.g., large font, audio, braille) identified by the Client. All service related correspondence must be provided in the Client's preferred language.

The successful Respondent(s) shall provide services throughout the community including at a Client's home, school, office, or other appropriate sites, in order to enhance delivery and access to service to achieve the most effective provision of services. The successful Respondent(s) hours shall be flexible to include weekends and evenings to accommodate a Client and their family/care and significant support.

Compliance with "Availability of Services" requirements shall be subject to audit by County. The successful Respondent(s) noncompliance shall result in a Corrective Action Plan (CAP).

## **2.9 Clients Involved in Child Welfare Services (CWS)**

The successful Respondent(s) shall provide services to Clients involved with CWS if referred to the successful Respondent(s) from the County. In addition to the requirements set for herein, the successful Respondent(s) will provide services to Clients involved in CWS based on Child Welfare outcomes pertaining to safety, permanency, and well-being as per WIC Section 10601.2.

Contracted services shall be provided in collaboration with the Client and family support system including as appropriate, at a minimum to, Child Family Team (CFT), Client's parents/caregivers/guardians, education, primary care Respondents, social services, Alta Regional Center, Substance Use Disorder Services, listed Tribe or Indian custodian (if applicable), foster family agency social worker or Short-Term Residential Therapeutic Program (STRTP) representative, Court Appointed Special

Advocates (CASA), parent partners, peer advocates, and County Probation/Justice Services.

Client families will have a high level of decision-making influence and will be encouraged to use their natural supports. The successful Respondent(s) shall involve the CFT and Client support system as appropriate, in all treatment planning and decision making regarding the Client's services as documented in the Client's treatment plan.

The successful Respondent(s) shall insure a licensed or license waived Clinician, as defined in the County MHP Agreement, has the primary responsibility for carrying all CWS-involved cases. The successful Respondent may use unlicensed or non-waived staff in accordance with County guidelines to provide non-therapy services, including case management services and collateral contact services.

The successful Respondent(s) shall provide the Client's CWS Social Worker with a copy of any requested documentation within five (5) business days of receipt of request, pending valid release of information is on file.

## **2.10 Documentation and Information Requests**

- a. The successful Respondent(s) documentation must be completed in compliance with Medi-Cal requirements.
- b. Clinical Record Requirements:

The successful Respondent(s) shall maintain adequate Client records, with a preference for an electronic clinical record, on each individual Client, which shall include records of Client assessments, diagnoses, problems lists, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, State, and county record maintenance requirements. The successful Respondent(s) shall ensure all written "Service Authorizations" documents shall become a part of the Client's clinical record.
- c. The successful Respondent(s) shall provide Clients with, and document in the Clients' clinical record the provision of the "Guide to Medi-Cal Mental Health Services," "Notice of Privacy Practices," and "Informed Consent" at the first appointment after receiving the Initial Authorization, at the time of re-assessment, and upon Client request.
- d. The successful Respondent(s) shall inform Clients who are Medi-Cal Beneficiaries about grievance, appeal, expedited appeal, fair hearing, and expedited fair hearing procedures and timeframes as specified in 42 Code of Federal Regulations (CFR) Part 438 and State guidance.

The successful Respondent(s) shall provide Clients with a copy of the County's documents titled "What is a Grievance" and "Grievance Form," and document the provision of this information in the Clients' clinical record.

Requirements for Services Provided in a Language Other Than English:

2.10.1 If services are provided to a Client in a language other than English, the successful Respondent(s) shall document the use of an alternate language in the Client's clinical record and identify the language in which services were provided.

2.10.2 In the event of the use of an interpreter service in the provision of SMHS, the successful Respondent(s) shall document in the Clients' clinical record the name of the interpreter service and the language utilized.

2.10.3 Standardized Assessment Requirements:

Timely assessments for SMHS:

- a. To ensure that Clients receive the right service, at the right time, and in the right place, the successful Respondent(s) shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each Client's clinical needs and generally accepted standards of practice.
- b. Assessments shall be updated as clinically appropriate, such as when the Client's condition changes.
- c. As part of a Medi-Cal behavioral health delivery system's Quality Assessment and Performance Improvement Program, Medi-Cal behavioral health delivery systems shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. Medi-Cal behavioral health delivery systems shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a Client's individual clinical needs.
- d. Clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the determination of a diagnosis, during the assessment, or prior to the determination of SMHS access criteria having been met, even if the assessment ultimately indicates the member does not meet the access criteria for the delivery system in which they initially sought care.

#### 2.10.4 SMHS Crisis Assessments

- a. Crisis assessments completed during the provision of SMHS crisis intervention or crisis stabilization need not meet the comprehensive assessment requirements outlined in Behavioral Health Information Notice (BHIN) [23-068](#). However, crisis assessments are not a replacement for a comprehensive assessment. When a member who has received a crisis assessment subsequently receives other SMHS, an assessment shall be completed in accordance with the requirements in BHIN [23-068](#).

#### 2.10.5 SMHS Assessments

- a. The Mental Health Plan (MHP) in each county is responsible for providing or arranging for the provision of SMHS to Medi-Cal beneficiaries in their county. HHS BHD serves as MHP in El Dorado County and may enter into agreements with Respondent(s) to perform SMHS on their behalf. MHPs shall require BHIN [23-068](#) to use uniform assessment domains as identified in BHIN [23-068](#). The assessment may be in any format so long as the assessment domains and components are included, and the assessment information is comprehensive, consolidated, and can be produced and shared as appropriate to support coordinated care, in accordance with applicable state and federal privacy laws.
- b. The assessment shall include the licensed successful Respondent's recommendations for medically necessary services and additional referrals, as clinically appropriate.
- c. The problem list and progress note requirements identified in BHIN [23-068](#) shall support the medical necessity of each service provided.
- d. The diagnosis, current mental status, medication history, and assessment of relevant conditions and psychosocial factors affecting the member's physical and mental health must be completed by a Respondent, operating within their scope of practice under California state law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- e. Both licensed and non-licensed providers, including those not qualified to diagnose a mental health condition, may contribute to the assessment consistent with their scopes of practice, as described in the State Plan.
- f. The assessment shall include a typed or legibly printed name, signature of the service provider, provider's title (or credentials), and date of signature.



- g. For members under the age of twenty-one (21), the Child and Adolescent Needs and Strengths (CANS) Assessment tool continues to be required and may be utilized to inform the assessment domain requirements. An initial CANS shall be completed or an existing CANS shall be updated by a CANS certified Contractor. For additional guidance on CANS requirements, please refer to MHSUDS IN [17-052](#) and MHSUDS IN [18-007](#).

#### 2.10.6 SMHS Assessment Domain Requirements:

Per BHIN [23-068](#), a domain is a reference to categories of information that should be captured within the successful Respondent's SMHS assessment. To the extent the information is available, all components listed within each of the seven (7) domains shall be included as part of a comprehensive assessment, as follows:

##### Domain 1

- a. Presenting Problem(s)
- b. Current Mental Status
- c. History of Presenting Problem(s)
- d. Member-Identified Impairment(s)

##### Domain 2

- a. Trauma

##### Domain 3

- b. Behavioral Health History
- c. Co-occurring Substance Use

##### Domain 4

- a. Medical History
- b. Current Medications
- c. Co-occurring Conditions (other than substance use)

##### Domain 5

- a. Social and Life Circumstances
- b. Culture/Religion/Spirituality

##### Domain 6

- a. Strengths, Risk Behaviors, and Protective Factors

##### Domain 7

- a. Clinical Summary and Recommendations
- b. Diagnostic Impression
- c. Medical Necessity Determination/LOC/Access Criteria

### 2.10.7 SMHS Problem List Requirements:

The successful Respondent(s) responsible for the Client's care shall create and maintain a problem list. The problem list may include symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters. The problem list shall include, at a minimum, the following (Per BHIN No.: [23-068](#) Page 8 November 20, 2023):

- a. Diagnosis/es identified by the successful Respondent acting within their scope of practice, if any.
  - i. Diagnosis-specific specifiers from the current Diagnostic and Statistical Manual of Mental Disorders shall be included with the diagnosis, when applicable.
- b. Diagnosis-specific specifiers from the current International Classification of Diseases (ICD) Clinical Modification (CM) codes.
- c. Problems identified by the successful Respondent acting within their scope of practice, if any.
- d. Problems identified by the member and/or significant support person, if any.
- e. The name and title (or credentials) of the successful Respondent that identified, added, or resolved the problem, and the date the problem was identified, added, or resolved.
- f. A problem identified during a service encounter (e.g., crisis intervention encounter) may be addressed by the service successful Respondent (within their scope of practice) during that service encounter, and subsequently added to the problem list. The problem list shall be updated on an ongoing basis to reflect the current presentation of the member. The successful Respondent(s), within their scopes of practice, shall add to, amend, or resolve problems from the problem list when there is a relevant change to a member's condition.

DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, the successful Respondent(s) shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

For Clients that were receiving services prior to July 1, 2022 (the date that problem list requirements first took effect), a problem list is not required to be created retroactively. However, a problem list should be started when the Client receives a subsequent SMH service after July 1, 2022.

#### 2.10.8 SMHS Progress Notes Requirements:

The successful Respondent(s) shall create progress notes for the provision of all services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description. Progress notes shall include, at a minimum, the following:

- a. The type of service rendered;
- b. A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors);
- c. The date that the service was provided to the beneficiary;
- d. Duration of the service, including travel and documentation time;
- e. Location of the beneficiary at the time of receiving the service;
- f. A typed or legibly printed name, signature of the service Respondent and date of signature;
- g. ICD 10 code;
- h. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code; and
- i. Next steps including, at a minimum, planned action steps by the contracted provider or by the beneficiary, collaboration with the beneficiary, collaboration with other Contractor(s) and any update to the problem list as appropriate.

The successful Respondent(s) shall complete progress notes within three (3) business days of providing a service, with the exception of notes for crisis services, which shall be completed within twenty-four (24) hours.

The successful Respondent(s) shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

When a group service is rendered, a list of participants is required to be documented and maintained by the plan or the successful Respondent(s). Should more than one (1) contracted provider render a group service, one progress note may be completed for a group session and signed by one (1) provider. While one progress note with one contracted provider signature is acceptable for a group activity where multiple successful Respondents are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider with the group activity, including

documentation time. All other progress note requirements listed above shall also be met.

#### 2.10.9 Telehealth Consent Requirements:

Prior to initial delivery of covered services via telehealth, the successful Respondent(s) are required to obtain, at a minimum, verbal consent from the Client or their legal guardian for the use of telehealth as an acceptable mode of delivering services.

The successful Respondent(s) must explain the following to beneficiaries:

- a. The beneficiary has a right to access covered services in person.
- b. Use of telehealth is voluntary and consent for the use of telehealth can be withdrawn at any time without affecting the beneficiary's ability to access Medi-Cal covered services in the future.
- c. Any potential limitations or risks related to receiving covered services through telehealth as compared to an in-person visit, if applicable.

The successful Respondent(s) must also document the beneficiary's verbal or written consent to receive covered services via telehealth prior to the initial delivery of the services. The beneficiary's consent must be documented in their medical record and made available to DHCS upon request. The successful Respondent(s) may utilize a general consent agreement to meet this documentation requirement if that general consent agreement meets standards established by BHIN [23-018](#).

The successful Respondent(s) services provided via telehealth modalities must be delivered under Health Insurance Portability and Accountability Act (HIPAA) rules.

### **2.11 Request to Move Client to Higher/Lower Level of Service Program**

Based on a Client's clinical need, the successful Respondent(s) shall submit a completed "Children's Specialty Mental Health Services Program Transfer Request Form," to the HHSB BHD to request to move a Client to a higher or lower level of care. HHSB BHD will make the final determination to authorize a higher/lower level of service.

Periodically, and minimally upon request for treatment reauthorization, HHSB BHD shall review Client charts for appropriate levels of care.

The El Dorado County Children's System of Care is designed to retain Clients in services with the same contracted provider/successful Respondent when their clinical needs are subject to an increase or a decrease in service intensity for SMHS. By allowing this flexibility within the program, children, youth and their families are able to retain their relationship with their contracted provider/successful Respondent and are not required to transfer to another outpatient program as their needs fluctuate or change.

## **2.12 Request for Medication Support Services**

Based on a Client's clinical need, the successful Respondent(s) shall submit a completed "Medication Support Services Referral Form" to HHSA BHD to request medication support from a County Psychiatrist. HHSA BHD will make final determination to refer Client to County Psychiatrist.

County Psychiatrist will provide clinical assessment and, only if deemed appropriate, prescribe psychotropic drugs. The successful Respondent(s) shall maintain services with Client as long County Psychiatrist is prescribing medication. The successful Respondent(s) are responsible for providing linkage services to connect Client with community-based medication provider (e.g. primary care physician, Managed Care Plan) before discharging Client from services. The successful Respondent(s) are permitted to provide only medication management services during the period in which they are actively working to connect Client with a community-based medication provider.

## **2.13 Discharge Criteria and Process**

The successful Respondent(s) discharge planning will include regular reassessment of Client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals. When possible, discharge will include treatment at a lower level of care or intensity appropriate to Client's needs and provision of additional referrals to community resources for Client to utilize after discharge.

The successful Respondent(s) shall conduct the following discharge process steps for each Client served under this agreement:

- a. Engage in discharge planning beginning at intake for each Client served under this agreement.
- b. Complete a discharge summary (reason for discharge, discharge diagnosis, discharge remarks, all identifying information) for each Client served under this agreement.
- c. Complete final California Child and Adolescent Needs and Strengths – 50 (CANS-50) and Pediatric Symptom Checklist (PSC) for each Client served under this agreement.

- d. Complete a final Intensive Care Coordination (ICC) with the Client's Child and Family Team (CFT) (ICC-CFT), when applicable, for each Client served under this agreement.
- e. Complete Transition of Care Tool, per BHIN [22-065](#) , when appropriate, for each Client served under this agreement.
- f. In instances when the youth is receiving medication support services from a County contracted medication successful Respondent, the youth shall not be discharged from the successful Respondent until the youth has been linked with a new medication successful Respondent at a lower level of care.

The successful Respondent(s) shall submit a completed "Children's Specialty Mental Health Services Checklist Discharge Form," to the HHSB BHD, no later than thirty (30) days after a Client's discharge. The completed Checklist Discharge Form must be signed by the successful Respondent's clinician and supervisor, and this form, along with the following documentation shall be provided to the HHSB BHD, no later than thirty (30) days after discharge:

- a. Diagnosis;
- b. ICC-CFT Minutes, if applicable;
- c. CANS-50;
- d. PSC-35;
- e. PAF/KET, if applicable; and
- f. Client Discharge Summary.

#### **2.14 Authorization for Services**

For the required referral and services authorizations detailed herein this "Scope of Services," Respondent(s) shall obtain authorization from the County Behavioral Health Division designated HHSB staff.

#### **2.15 Operation and Administration**

- a. The successful Respondent(s) agrees to furnish at no additional expense to County all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- b. The successful Respondent(s), if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by Respondent and made available for review or inspection by County at reasonable times during normal business hours.
- c. The successful Respondent(s) shall notify the County of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to Executive Director,

Clinical/Program Director, Chief Fiscal Officer, Psychiatrist, and Chairperson of the Board of Directors.

- d. To meet the successful Respondent(s) Directory content requirements, the successful Respondent(s) shall notify County within two (2) weeks of new hire or a change in status for all staff members including, at a minimum, licensure status, taxonomy, National Provider Identifier (NPI) number, caseload availability, populations served, and locations served.
- e. If the successful Respondent(s) becomes aware that a beneficiary becomes ineligible for Medi-Cal, the successful Respondent(s) shall notify the County prior to the beneficiary's next appointment and refer the beneficiary and caregiver to the beneficiary's Medi-Cal Eligibility Worker. The successful Respondent(s) provided program-related written materials must be provided, minimally, in English and the County's Medi-Cal threshold language.
- f. In the event that the successful Respondent(s) are required by subpoena to testify in any matter arising out of or concerning the resulting agreement by any party other than County, the successful Respondent(s) shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time. Respondent must seek compensation from the subpoenaing party, and County shall not be liable if the successful Respondent(s) fail to receive compensation.
- g. The successful Respondent(s) shall have representative staff attend County-sponsored Meetings and other work groups as established and scheduled.

#### 2.15.1 Notification of Events:

- a. Occurrences of a Serious Nature: The successful Respondent(s) shall notify County Contract Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature. For the purpose of any resulting Agreement an occurrence of a serious nature shall include, but is not be limited to, accidents, injuries, acts of negligence, acts that are reportable to a governing body, hospitalizations, any event that impacts delivery of services to Client(s), events that are usually or reasonably preventable, and of a nature such that the risk impacts the provision of services and/or any resulting agreement for services or loss or damage to any County property in possession of the successful Respondent(s).
- b. Notification of Death: The successful Respondent(s) shall notify County Contract Administrator immediately by telephone upon becoming aware of the death of any Client served under any resulting Agreement due to any cause. The successful Respondent(s) shall follow up with a written report faxed or hand-

delivered within twenty-four (24) hours of the telephone notification.

- c. Notification Content: The Notification of Death shall contain the name of the deceased, the date and time of death, the nature, and circumstances of the death, and the name(s) of the successful Respondent's officers or employees with knowledge of the incident.

## **2.16 Service Contract Requirements**

### **2.16.1 Staffing Requirements:**

- a. For the purposes of this RFQ, "staff" shall mean any person employed on a part-time, full-time, extra-help, temporary or volunteer basis who works at, for, or with the successful Respondent(s) during the term of the resulting agreement(s).
- b. The successful Respondent(s) agrees to furnish professional staff in accordance with the regulations, including all amendments thereto, issued by the State or County.
- c. The successful Respondent(s) shall operate continuously throughout the term of the resulting County agreement with at least the minimum of staff required by law for provision of services hereunder.
- d. Such staff shall be qualified in accordance with all applicable laws and regulations.
- e. The successful Respondent(s) shall at all times have the internal capacity to provide the services called for in the resulting agreement with personnel that have the requisite cultural and linguistic competence required to provide SMHS services.
- f. The successful Respondent(s) shall provide clinical supervision or consultation to all treatment staff, licensed, registered, waived, or unlicensed providing services outlined under County contract.
- g. The successful Respondent(s) staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.
- h. Staff responsible for administering the CANS-50 assessment must have and maintain the appropriate certificate prior to administering the tool.
- i. The successful Respondent(s) shall complete and submit a Clinical Supervision or Oversight Plan to the County Contract Administrator.

### **2.16.2 Credentialing, Re-Credentialing, and Licensing:**

- a. The successful Respondent(s) shall perform credentialing and re-credentialing activities per CCR Title 9, Sections 1810.435(a) and 1810.435(b), and DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice [18-019](#), (This



and subsequent notices can be found at: [https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral Health Information Notice.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx).

- b. The successful Respondent(s) shall review its firm and staff for continued compliance with standards at least once every three (3) years, and shall make proof of those credentials upon request.
- c. Required Licenses and Credentials: The successful Respondent(s) and any of its staff or subcontractors providing services outlined in this RFQ shall ensure to obtain and retain all the applicable licenses, permits, and certifications that are legally required for the successful Respondent(s), staff, and its subcontractors to practice its profession or provide the services or work contemplated in this RFQ in the State of California. The successful Respondent(s) and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of the resulting agreement.

**2.16.3 Enrollment, Respondent Selection, and Screening:**

- a. The successful Respondent(s) shall comply with the provisions of 42 CFR, Sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about the successful Respondent's business transactions and the successful Respondent's ownership and control, prior to entering into a County contract and during certification or re-certification of the successful Respondent(s).
- b. County, as a means of contracting requirements, shall ensure that the successful Respondent(s) performing SMHS services are enrolled with the State as Medi-Cal providers consistent with the disclosure, screening, and enrollment requirements of 42 CFR part 455, subparts B and E. (42 CFR Section 438.608(b).)
- c. The successful Respondent(s) may execute an agreement with the County to provide screening, enrollment, and revalidation, for up to one hundred twenty (120) days but must terminate agreement immediately upon determination that a Respondent cannot be enrolled with State as Medi-Cal provider, or the expiration of one (1) one hundred twenty (120) day period without enrollment of the successful Respondent, and notify affected beneficiaries. (42 CFR Section 438.602(b)(2).)
- d. County may not discriminate in the selection, reimbursement, or indemnification of any successful Respondent(s) who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. (42 CFR Section 438.12(a)(1).)
- e. County shall only use licensed, registered, or waived successful Respondent(s) acting within their scope of practice for services that require a license, waiver, or registration. (CCR Title

- 9, Section 1840.314(d).) Accordingly, the successful Respondent(s) shall ensure all staff performing County services maintain licenses, that are in good standing with the State.
- f. County is not allowed to contract with the successful Respondent(s) located outside of the United States (US) (42 CFR Section 602(i).) Accordingly, the successful Respondent(s) shall ensure licensed facility remains within the US.
  - g. The successful Respondent(s) shall perform a background screening of all their staff who may access personal health information (PHI) or personal information (PI). The screening should be commensurate with the risk and magnitude of harm the staff could cause, with more thorough screening being done for those staff who are authorized to bypass significant technical and operational security controls. The successful Respondent(s) shall retain each staff's background check documentation for a period of three (3) years.

## **2.17 Contract Deliverables, Objectives and Outcomes**

The successful Respondent(s) shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

The successful Respondent(s) shall work collaboratively with HHSA BHD to develop process benchmarks and monitor progress in the following areas:

- a. Planned Discharge (Graduation): The successful Respondent(s) shall strive to demonstrate a graduation rate of fifty percent (50%) of unduplicated Clients to community resources each fiscal year of the resulting agreement(s). For purposes of this RFQ, "graduation" shall mean a planned discharge from Outpatient SMHS to community resources when a Client meets treatment plan goals and/or problem list and "fiscal year" shall mean the period starting July 1 and ending June 30.
- b. Taxonomies for mental health treatment providers/successful Respondents and facilities are used to identify claims for mental health care. The successful Respondent(s) will submit taxonomies to HHSA BHD when they have a new taxonomy, change taxonomies, or if the successful Respondent(s) is no longer providing services. New or updated taxonomies must be submitted to HHSA BHD by the successful Respondent(s) within thirty (30) days.

## **2.18 Reporting and Evaluation Requirements**

The successful Respondent(s) shall complete all reporting and evaluation activities as required by the HHSA BHD and described herein, including the following:

- a. The form “Children’s Specialty Mental Health Services Service Verification Monthly Reporting Grid.”
- b. Annual Consumer Perception Survey: The successful Respondent(s) shall participate in the biannual or other time period specified by the State, Consumer Perception Survey by distributing the required State-designed surveys to Clients, who are referred to the successful Respondent(s) from the County, and/or their family/guardians. The successful Respondent(s) shall return the surveys to the HHSA BHD per the instructions issued by the County. HHSA BHD will provide the successful Respondent(s) the planned due dates of the Consumer Perception Survey and instructions for completion and return of the surveys.
- c. Other Client Satisfaction Surveys: Within fifteen (15) days of the end of each quarter, the successful Respondent(s) shall submit to the County the results of any other Client Satisfaction Survey(s) administered by the successful Respondent(s) to Clients referred to them from the County.
- d. For Mental Health Services Act (MHSA) funded Clients: the successful Respondent(s) shall complete the Initial, Quarterly, Annual and as needed MHSA reporting documents including: Key Event Tracking Log, the Partnership Assessment Form, and Aggregated CANS-50 and PSC-35 Data.

## **2.19 Orientation, Training and Technical Assistance**

- a. HHSA BHD will provide the successful Respondent(s) with training and support in the skills and competencies to: (a) conduct, participate in, and sustain the performance levels called for in the resulting agreement(s); and (b) conduct the quality management activities called for in the resulting agreement(s).
- b. HHSA BHD will provide the successful Respondent(s) with all applicable standards for the delivery and accurate documentation of services.
- c. HHSA BHD will make ongoing technical assistance available in the form of direct consultation to the successful Respondent(s) upon their request, to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving the successful Respondent(s) of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms

and conditions of this agreement. Any requests for technical assistance by the successful Respondent(s) regarding any part of this agreement shall be directed to the County's designated Contract Administrator, or successor.

- d. The successful Respondent(s) shall require all new staff in positions designated as "covered individuals" to complete compliance training within the first thirty (30) days of their first day of work. The successful Respondent(s) shall require all covered individuals to attend, at minimum, one (1) compliance training annually:
  - i. These trainings shall be conducted by County or, at County's discretion, by the successful Respondent(s) staff, or both, and may address any standards contained in this agreement.
  - ii. Covered individuals who are subject to this training are any of the successful Respondent(s) staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting Client care or medical items or services.
- e. The successful Respondent(s) shall require their staff assigned to perform County work, as outlined in resulting agreement, to complete Cultural Competency Training annually, four (4) hours per year.
- f. The successful Respondent(s) shall Complete PAVE registration for all licensed staff within thirty (30) days of licensure or thirty (30) days of hire.

### **3.0 SUBMITTAL FORMAT REQUIREMENTS**

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably. The response documents shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Respondent's lack of cost consciousness.

All submittals shall contain the following elements, and in the order given:

**3.1 Application and Certification Form:** Submit a completed and signed RFQ Application and Certification form (included with this RFQ as Attachment B).

**3.2 Staff and Team Qualifications:** A Response Document (Staff and Team Qualifications – Attachment C) has been provided to assist Respondents in providing:

- The name of each proposed team member, and their qualifications and experience with public or government project of similar type and size as described in this RFQ, including the length of service with the firm.
- Qualifications and experience that will make each proposed team member valuable to the County's desired services.
- Each team member's current project commitments made to other agencies and the percentage of time they are available during the effective period of the resulting QL.
- Please also include an organizational chart of the proposed team to be assigned to the County and include resumes for each team member as an attachment to your submittal.

**3.3 Experience of Firm:** A Response Document (Experience of Firm – Attachment D) has been provided to assist Respondents in providing a narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ.

Please state whether your firm possesses all licenses, permits and approvals required by law and regulations to perform the scope of work described herein. Identify the Respondent's location(s) where services shall be performed under the resulting Agreement. In particular, the Respondent is invited to describe any particular aspects of its organization that set its team apart from the competition.

**3.4 Project Management and Approach:** A Response Document (Project Management and Approach – Attachment E) has been provided to assist Respondents in providing:

- Respondent's proposed approach and management plan for providing the services described herein. Describe the Respondent's familiarity with local conditions and challenges, and the Respondent's understanding of and experience with applicable state and local codes and requirements that may pertain to work conducted under the scope of services.
- How the Respondent will organize the team members, using the talents available to effectively assist the County.
- Respondent's approach for completing the services for the project(s) on time and the strategies they use for staying within budget.

- A narrative of firm's staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the work as described herein.
- Provide evidence showing how responding agency meets all criteria of the UC Davis model of California Wraparound Standards. The standards can be found at: California Wraparound Standards | Continuing and Professional Education | Human Services (ucdavis.edu)
- Other information that the Respondent may deem relevant.

**3.5 References:** A Response Document (Reference Worksheet – Attachment F) has been provided to assist Respondents in providing at least three (3) references of related projects, including client's name, name of the project, contact person's first and last name with current email address and direct phone number along with a brief description of the project (including project completion date and cost). Respondent is responsible for ensuring that all reference information is current and accurate especially that of the contacts and contact information prior to submitting a response.

**3.6 Fee Schedule:** Fee schedule submission will be required for all Respondents however fee schedules will only be reviewed for the successful Respondents. Unless otherwise specified, all rates in this fee schedule shall apply to work performed throughout the County, regardless of location for a three-year period. The fee schedule shall include the maximum hourly rates charged during the three years of the effective period of the resulting Qualified List.

**IMPORTANT:** Firms submitting electronic submittals to the PlanetBids website must not include their Fee Schedule submittal in their main submittal. PlanetBids will allow Respondents to submit their Fee Schedule information as separate response attachments (one electronic file per response attachment). Firms that submit hard-copy responses shall follow the instructions in Section 5.2 below.

**3.7 Exceptions:** List all exceptions to this RFQ and related attachments, if applicable.

#### **4.0 RESPONDENT QUESTIONS**

**4.1** Questions regarding this RFQ must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office, or using the PlanetBids website, and must be received no later than 5:00:00 p.m. (Pacific) on **June 10, 2024.**

- 4.2 All emails must have “**RFQ #24-0051 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFQ #24-0051 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- 4.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- 4.4 The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- 4.5 A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the PlanetBids website on or about **June 17, 2024**. Any addenda to this RFQ is valid only if in writing and issued by the County Procurement and Contracts Division.
- 4.6 All inquiries shall be submitted by email to: [matthew.mckain@edcgov.us](mailto:matthew.mckain@edcgov.us)  
or by U.S. Mail to:

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
RFQ #24-0051 – Question

- 4.7 Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFQ. Information provided by persons other than Procurement and Contracts staff may be invalid and responses which are submitted in accordance with such information may be declared non-responsive.

## 5.0 SUBMITTAL INSTRUCTIONS

- 5.1 Respondents are strongly encouraged to submit their responses online to assure a complete and timely response. To respond online firms must register with the County’s online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Respondents are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a Respondent. Online submittal transmissions can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc. For these reasons, the County recommends that Respondents allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids’ web clock, which does not allow submittals

after the closing date and time. PlanetBids will send a confirmation email to the Respondent advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7 a.m. and 5 p.m. Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit: <https://home.planetbids.com/support/> to complete and submit the ticket form).

- 5.2** Respondents that decide to submit a hard-copy response do so at their own risk. All hard-copy submittals must include all of the same information required for online submittals. Incomplete submittals will be rejected as non-responsive. Respondents shall submit one (1) original copy and one (1) electronic copy of your submittal in PDF format on a flash/USB drive. **IMPORTANT:** Respondents who submit hard-copy responses must submit their Fee Schedules (refer to Section 3.6 above) in a separate, sealed envelope clearly marked "**RFQ 24-0051 – Fee Schedule**" on the outside of the envelope. All hard-copy submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number, title, and closing date and time noted on the outside of the parcel.
- 5.3** It is the sole responsibility of the Respondent to ensure that the submittal is received in the Procurement & Contracts Division prior to the RFQ submittal deadline. All responses must be submitted not later than the date and time posted on PlanetBids. Hard-copy responses shall be submitted **ONLY** to:

County of El Dorado  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667

- 5.4** The County shall not be responsible for submittals delivered to a person or location other than specified herein. Submittals submitted to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting submittals delivered to a person or location other than that specified above.
- 5.5** Faxed or emailed submittals will not be accepted.
- 5.6** Late submittals will not be accepted or considered.
- 5.7** All submittals, whether selected or rejected, shall become the property of the County and shall not be returned.



- 5.8** The County reserves the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 5.9** All costs associated with submittal preparation and submission, including any interviews conducted at the sole discretion of the County, shall be borne by the Respondent.
- 5.10** County staff will open submittals following the submittal deadline. The only information that will be made available to the public after the submittal deadline has passed will be the names of the Respondents that submitted submittals. The contents of all submittals, or any other medium which discloses any aspect of the submittal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.
- 5.11** Any hard-copy submittal received prior to the date and time specified for receipt of submittals may be withdrawn or modified by written request of the Respondent. Requests for modification must be received in writing, and in the same number of copies as the original submittal, prior to the date and time specified above for receipt of submittals.

## **6.0 EVALUATION PROCESS**

All submittals will be evaluated initially to determine if they are responsive to the requirements of this RFQ. An evaluation panel, consisting of County staff and members selected by County staff, will review and evaluate all responsive submittals received by the submittal date as set forth in this RFQ, or as amended by addenda, and the submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented. The County reserves the right to request additional information and clarification of any information submitted and to allow corrections of errors or omissions.

Respondents who have the qualifications (expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of this RFQ will be scored and ranked using the criteria and point assignments listed below. Respondents submitting the most highly ranked submittals may be invited for interviews.

	<b>Evaluation Criteria – Written Submittals</b>	<b>Maximum Possible Points</b>
A.	Staff and Team Qualifications (Section 3.2)	35
B.	Experience of the Firm (Section 3.3)	20
C.	Project Management and Approach (Section 3.4)	35
D.	References (Section 3.5)	10
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

NOTE: Fee Schedules will remain unopened until the County’s selection committee has identified the top-ranked Respondent(s) as the result of the evaluation processes described above. Once the County has awarded the successful Respondent(s) to the resulting QL the County will return all unopened (hard-copy) Fee Schedules to the unsuccessful Respondents.

## **7.0 SELECTION PROCEDURE**

- 7.1** Submittals will be reviewed for responsiveness. A selection committee will then evaluate responsive submittals in accordance with the criteria specified in Section 6.0 above. The firm(s) submitting the highest ranked submittals may be invited for an interview. Interviews will be conducted solely at the County's option. The County reserves the right to select the most qualified firm solely on the content of the submittal. If the County chooses to conduct interviews, the Respondent’s Primary Contact identified in the Respondent’s Cover Letter shall represent the Respondent at the interview at a minimum. After evaluation of the interviews, the Committee will recommend the firm(s) with the highest overall value, based on evaluation ranking, for approval by the County Purchasing Agent or Board of Supervisors.
- 7.2** The County reserves the right to make an award without further discussion of the submittal with the Respondent. Therefore, the submittal should be submitted initially on the most favorable terms that the firm or individual may propose.
- 7.3** The County reserves the right to award one or more contracts to the firms or individuals who, in the sole judgment of the County, present the most favorable response to this RFQ pursuant to the evaluation criteria indicated above.
- 7.4** The County reserves the right to reject any and all submittals, or to waive minor irregularities in said submittals, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.

- 7.5 The Procurement and Contracts Division does not mail out hard copy letters advising participating Respondents of RFQ results. For RFQ results, please visit the PlanetBids website at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

RFQ results are also available at:

<https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/Bid-Results>

- 7.6 The results of this RFQ will be posted on the PlanetBids and County websites listed in Section 7.5 above at the earliest possible opportunity in accordance with County policy. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ.
- 7.7 Response and selection of a submittal will not necessarily result in the award of a contract with the County. The act of opening a submittal and selecting a Respondent does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.
- 7.8 Once contract negotiations are initiated, the County reserves the right to select the next ranked Respondent if for any reason a contract cannot be negotiated with the selected Respondent.

## 8.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Respondent's responsibility to monitor the PlanetBids website for possible addenda to this RFQ to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her submittal in accordance with original RFQ requirements and all required addenda. All available RFQs and related addenda can be found at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

Failure of Respondent to obtain this information shall not relieve him/her of the requirements contained therein. Those Respondents not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

## 9.0 REJECTION OF SUBMITTALS

Respondents interested in being considered must submit a submittal in compliance with this RFQ. Failure to meet the minimum requirements of the RFQ shall be cause for rejection of the submittal. The County reserves the right to reject any or all submittals.

The County may reject a submittal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates.

## **10.0 VALID OFFER**

Submittals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Respondent any additional terms or conditions not contained in their submittal which are in the best interest of the County or to otherwise revise the scope of this RFQ. This RFQ does not constitute a contract or an offer of employment.

## **11.0 COUNTY'S RIGHTS**

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any submittal.
3. Not enter into any agreement.
4. Not select any Respondent.
5. Cancel this process at any time.
6. Amend this process at any time.
7. Interview Respondents prior to award.
8. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the Respondent from full compliance with the contract requirements if the Respondent is awarded the contract.

## **12.0 CONFLICT OF INTEREST**

Respondents warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Submittals shall contain a statement to the effect that the Respondent is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFQ.

## **13.0 PUBLIC RECORDS ACT**

Pursuant to the California Public Records Act, the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the

information you submit (such as a 'proprietary information' exemption – refer to Section 3 for submittal instructions).

In the event of a request for such information, the County will make best efforts to provide notice to Respondent prior to such disclosure. If Respondent contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If Respondent fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

Respondent further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including at a minimum to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Respondent.

#### **14.0 BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of submittal. Selected Respondents may be required to possess a County business license to award contract.

#### **15.0 PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.