

# COUNTY OF FRESNO REQUEST FOR PROPOSAL

NUMBER: 952-5194

## COMPREHENSIVE MEDICAL AND BEHAVIORAL HEALTH CARE SERVICES

September 16, 2013

ORG/Requisition: 56201500/ 5621400189

PURCHASING USE  
IFB

G:\PUBLIC\RFP\952-5194 COMPREHENSIVE MEDICAL  
BEHAVIORAL HEALTH CARE SVCS.DOC

**IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON NOVEMBER 4, 2013.**

**PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00**

Proposals will be opened and publicly read at that time. All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: Gary Cornuelle, phone (559) 600-7114, e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us), fax (559) 600-7126.

**GENERAL CONDITIONS:** See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Proposal Schedule.

1. Complete delivery will be made within \_\_\_\_\_ calendar days after receipt of Order.
2. A cash discount \_\_\_\_\_ % \_\_\_\_\_ days will apply.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be

the primary point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the

vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures if PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or

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Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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## OVERVIEW

The County of Fresno on behalf of the Department of Public Health is requesting proposals from qualified vendors to provide comprehensive medical and behavioral health care services to the Fresno County jail inmates and juvenile wards housed at the Fresno County Sheriff's Office Adult Detention Facilities (Jail) and the Fresno County Probation Department's Juvenile Justice Campus (JJC). For information about each detention facility, reference Exhibit A.

The Fresno County Department of Public Health (DPH) currently provides medical and behavioral health care services to the Fresno County Jail inmates and medical health care services to the JJC wards. The Fresno County Department of Behavioral Health (DBH) is currently providing behavioral health care services to the JJC wards. In an effort to create a more efficient provision of these services, DPH has released the Comprehensive Medical and Behavioral Health Care Service Request for Proposals (RFP). The County expects to receive full-cost proposals that include comprehensive medical and behavioral health care services.

The Jail and JJC facilities operate under a "No-Hostage Facility" policy (for policy information, reference Exhibit B). Contracted staff assigned to work in the Jail facilities must complete a Sheriff's Application for Facility Access to the Fresno County Detention Facilities (Exhibit C) and be able to pass a security and background check to be performed by the Sheriff's Office prior to approval of entry into the Jail. In addition, contracted staff will be required to sign the Sheriff's Office Sexual Misconduct and Abuse Policy Acknowledgement (Exhibit C). Contracted staff assigned to work in the JJC facility must complete a Probation Vendor Application (Exhibit C) prior to approval of entry into the facility.

Fresno County's primary goal is to procure quality medical and behavioral health care services that are provided in an efficient and effective manner at a cost that is reasonable to the County. In order to meet this goal, the selected vendor must maintain an open and cooperative relationship with the administration and staff of the Fresno County Department of Public Health, Department of Behavioral Health, Sheriff's Office, and Probation Department which will include, but will not be limited to, routine administrative and staff meetings, and continuing education and training.

Respondents shall provide a proposal for one (1) of the options below:

- Option 1: Medical and behavioral health care services for adult inmates housed in the Jail only;
- Option 2: Medical and behavioral health care services for juvenile wards housed in the JJC only; or
- Option 3: Medical and behavioral health care services for both adult inmates and juvenile wards housed in the Jail and JJC, respectively.

Should respondent select to provide medical and behavioral health care services for either Jail or JJC only, then respondent will need to complete the proposal with information applicable to that service delivery. All required proposal content must be addressed.

**MINIMUM PROPOSAL QUALIFICATIONS**

Respondents to this RFP must meet the following minimum qualifications:

1. Must currently be a contractor for the provision of medical and behavioral health care services in detention facilities within the State of California. Bidder must have at least five (5) years of experience in providing such services, three (3) of which must have been provided in the State of California.
2. Must have the philosophy, procedures, and staff training that shall allow limited or non-English speaking, culturally diverse and hard of hearing clients to be served effectively.
3. Must be willing to meet unique needs of adult inmates and juvenile wards by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS).
4. Must comply with all medical and behavioral health care certification, licensure, and Board requirements, as applicable.
5. Proposed medical and behavioral health care services must comply with the following:
  - California Medical Association Institute for Medical Quality (CMA/IMQ) standards for Health Services in Detention Facilities. The successful bidder must apply for CMA/IMQ accreditation for each of the Fresno County detention facilities within a reasonable timeframe after the contract commences (timelines will be established during the contract negotiation process). The County of Fresno has not currently applied for IMQ accreditation for any of its facilities.
  - Title 15 & Title 24 of the California Code of Regulations Minimum Standards for Local Detention Facilities (Title 15 & Title 24).
  - The Prison Rape Elimination Act (PREA) of 2003. Contractor must have all Jail and JJC staff trained upon recruitment and every two (2) years thereafter, by the Sheriff's Office and the Probation Department, respectively.
  - All other State of California and Federal applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care services, licensing, and requirements pertaining to detention facilities.
  - California Welfare & Institutions Code 5150 & 5600.4.
  - California Penal Code Section 4011.6.
  - Substance Abuse and Mental Health Service Administration (SAMHSA) level of care requirements.
  - All applicable laws and regulations under the California Education Code.



Request for Proposals Objectives

Fresno County strives to meet the community standards of care in the delivery of medical and behavioral health care services at its detention facilities. The County is committed to meeting the health care standards set forth in the CMA/IMQ standards for adult and juvenile detention facilities, Title 15 and Title 24. To that end, the objective of this RFP is to assist the Fresno County DPH in determining an appropriate contractor to provide medical and behavioral health care services by:

1. Obtaining information from qualified respondents as to their respective qualifications and capabilities to deliver medical and behavioral health care services in Fresno County detention facilities and to use such information to determine which contractor to retain based on both operational and fiscal consideration.
2. Evaluating the mode of service delivery that provides the most practical and efficient method to meet CMA/IMQ accreditation.
3. Developing an understanding and agreement upon certain terms and requirements that may form the basis of a contract for medical and behavioral health care services, including:
  - A. Delivery of health care services that conform to applicable standards, including the CMA/IMQ, California Code of Regulations, laws of the State of California, and applicable federal laws regulating the practice of medicine and treatment of inmates and wards of the courts.
  - B. Observing and complying with all applicable Fresno County Probation and Sheriff's Office policies and procedures.
  - C. Provision of effective management services of medical and behavioral health care professionals.
  - D. Implementation of a written medical and behavioral health care plan, including policies and procedures.
  - E. Maintenance of a collaborative and open relationship with the Department of Public Health, Department of Behavioral Health, Sheriff's Office, and Probation Department in the provision of services and operations as well as future planning and evaluation of services.
  - F. Frequent communication and consultation with the local medical community and other County contracted providers, other outside health care providers, and parents/guardians, as allowable by Health Insurance Portability and Accountability Act (HIPAA) regulations, to provide the most complete evaluation and treatment of individuals who are held or housed in both the adult and juvenile facilities.

- G. Minimize the need to transport inmates from the adult and juvenile facilities to other providers for treatment by providing expanded services in-house or by other methods in order to reduce outpatient medical costs as well as Sheriff's Office and Probation Department custody staff transportation costs.
- H. Effective coordination between the Sheriff's Office, Probation Department and American Ambulance (County's contracted emergency response ambulance provider), as needed, for emergency situations that may arise. The selected contractor will not be required to include emergency response ambulance services in its response, as these services will continue to be provided by the County's contracted ambulance service provider.
- I. Operation of health care programs at an adequate staffing level for 24-hour coverage using only licensed, certified, and professionally trained personnel and ensuring that services are provided competently.
- J. Provision of appropriate and adequate bilingual services, including on-site Spanish-speaking personnel for monolingual inmates.
- K. Provision of appropriate and adequate interpreter services to include, but not limited to, the following Fresno County threshold languages: Spanish, Hmong, Laotian and Cambodian/Khmer.
- L. Provision of adequate annual training for adult and juvenile facilities custody staff in medical and behavioral health observation of inmates and wards.
- M. Operation of a medical and behavioral health care program that meets the local community standards of care.

Contract Term

Fresno County anticipates an initial contract term of three (3) years with an option to renew the contract for two (2) additional one (1) year periods, contingent on the contractor's performance. Annually, the Fresno County Departments of Public Health and Behavioral Health, the Sheriff's Office and the County Administrative Officer (CAO) will evaluate the contractor's performance based on specific criteria and standards (to be discussed and agreed upon during the contract negotiation process). Based on positive performance outcomes, the contract will be renewed for an additional year approved by written consent from the Fresno County DPH, DBH, and the CAO.

The selected respondent shall maintain CMA/IMQ accreditation throughout the entire term of the contract.

Contracted Provider for Emergency, Inpatient, and Outpatient Specialty Services

Fresno Community Regional Medical Center (CRMC) is currently the County's primary contracted provider of medical emergency and inpatient services as well as outpatient specialty medical health care services to County's inmates and juvenile wards. The services that CRMC provides exactly mirror the Medi-Cal Scope of Services. DBH will continue to

provide inpatient and crisis psychiatric services to juvenile wards at JJC; therefore, the bidders will not need to include those services in their responses.

Throughout the RFP, there are references to the services that are currently provided by CRMC. With the upcoming implementation of the federal government's Affordable Care Act provisions and regulations beginning January 1, 2014, contracted health care services currently provided by CRMC may no longer be available. Each respondent will be expected to provide all emergency, inpatient, and outpatient specialty health care services as part of their proposal.

Adult Jail Inmate Capacity

In 2009, several floors of the Jail were shut down due to budgetary constraints; however, in the past year the Jail has reopened all floors to allow for maximum inmate capacity. The Jail is currently operating at maximum capacity and the County does not anticipate any further fluctuation of the inmate population.

## KEY DATES

**RFP Issue Date: September 16, 2013**

**Due Date to submit Vendor Info\*: September 23, 2013**

**Vendor Conference: October 7, 2013 at 10:00 A.M.**

**Vendors are required to attend vendor conference. Contact Gary Cornuelle at (559) 600-7114 with names of individuals who will attend.**

Sheriff's Office Main Jail, 2<sup>nd</sup> Floor  
1225 M. Street  
Fresno, California 93721

**Deadline for Written Requests for Interpretations or Corrections of RFP:**

**October 14, 2013 at 10:00 A.M.**  
Fax No. (559) 600-7126  
E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us)

**RFP Closing Date:**

**November 4, 2013 at 2:00 P.M.**  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

\*Vendor must submit information for security clearance purposes. See Bidding Instructions and Requirements.

# PROPOSAL IDENTIFICATION SHEET

*RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL*

Our proposal is attached and identified as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within \_\_\_\_\_ calendar days after signing of the final contract.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_

Signed by: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

( ) Telephone ( ) Fax Number E-mail Address

Date: \_\_\_\_\_

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

\_\_\_\_\_  
(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.\*\*

\_\_\_\_\_  
(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature ( ) Telephone

\_\_\_\_\_  
Print Name and Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

Date:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Agency or Company)

Firm: \_\_\_\_\_

### REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

**Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.**

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** Proposed use of a subcontractor(s) must include complete identification of the subcontractor and its tasks that will be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor(s).

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete

or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.



**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Child Abuse/Molestation & Social Services Coverage

The Contractor shall have either separate policies or Umbrella policy with endorsements covering Child Abuse/Molestation and Social Services Liability coverage or have specific endorsement on their General Commercial liability policy covering Child Abuse/Molestation and Social Services Liability. The policy limits for these policies shall be One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) annual aggregate the policies are to be on a per occurrence basis.

C. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty

Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

D. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of five (5) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

E. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California, 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of

California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

**RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On October 7, 2013 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the Main Jail of the County of Fresno Sheriff's Office, 1225 M. Street (between Fresno and Merced Streets), 2<sup>nd</sup> Floor, Fresno, California, 93721. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*reproducible compact discs enclosed and nine (9) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact discs (i.e., PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than October 14, 2013 at 10:00 a.m. Questions must be directed to the attention of Gary Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

*NOTE:* The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods, contingent on the Contractor's performance. County will retain the right to terminate the Agreement upon giving one hundred eighty (180) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the

contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

**SITE INSPECTION:** It is mandatory that each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. Bids received from those bidders who have not attended the site visits will be rejected. Security clearance\* will be required for all attendees. The date the vendor's conference and mandatory site visit will be held is:

**DATE:**           **October 7, 2013**

**TIME:**           **10:00 AM**

**LOCATION:** Sheriff's Office Main Jail, 2<sup>nd</sup> Floor  
1225 M. Street.  
Fresno, CA 93721

**SITE VISIT** Sheriff's Office Main Jail  
**LOCATIONS:** (to include Main Jail, and adjacent  
North and South Annex facilities)  
1225 M. Street  
Fresno, CA 93721

and

Juvenile Justice Campus  
3333 E. American Ave., Bldg. 702  
Fresno, CA 93725

**After the vendor's conference and site visit at the Fresno County Adult Detention Facilities, we will be departing to the Fresno County Juvenile Justice Campus. It is anticipated that it will take four (4) hours to cover all sites.**

**It is essential that you contact the Buyer identified on the cover so that the County is aware how many will be attending so that all will be accommodated.**

**\*For facilities' security clearance purposes, each anticipated attendee must submit their full name (including any aliases) and date of birth, as well as a copy of their driver's license at least ten (10) working days prior to the scheduled conference and site visit date. Parking information will be made available upon request. Please send to Gary Cornuelle at [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).**



## SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Health (DPH) is requesting proposals from qualified vendors to provide comprehensive medical and behavioral health care services to the Fresno County jail inmates and juvenile wards housed at the Fresno County Sheriff's Office Adult Detention Facilities (Jail) and the County Probation Department's Juvenile Justice Campus (JJC).

### **1) Medical and Behavioral Health Care Services**

The selected contractor (Contractor) shall assume that it is to be the sole supplier and coordinator of all the medical and behavioral health care services for the adult and juvenile facilities. Bidder's proposals shall indicate how implementation of said services will address the objectives previously outlined in the Overview. Proposals shall also specify how the transition of services from County's current provision of medical and behavioral health care services to Contractor's responsibility will occur.

Intake to the adult or juvenile facilities is dependent upon a clearance for injury or medical problems; therefore Contractor's responsibility begins at intake screening. Any costs associated with medical or behavioral health care provided prior to intake screening during the booking process will not be the responsibility of the Contractor. The Contractor's responsibility for medical and behavioral health care will end with the discharge of the adult inmate or juvenile ward from County custody.

The Contractor will be responsible for all medical and behavioral health care services, dental services, optometric and optician services, pharmaceutical services, and diagnostic services. The Contractor must also provide medical and psychiatric emergency and inpatient care as well as coordination for contracted behavioral health outpatient specialty and substance abuse care services for adult inmates at the Jail and juvenile wards at JJC. Contractor will not be required to provide substance abuse services to juveniles or for dually diagnosed serious emotionally disturbed juveniles; however, the Contractor must provide coordination for these services with DBH or their subcontractor, currently provided by Mental Health Systems, Inc.

#### Jail Facilities

The responsibility for medical and behavioral health care for inmates at the Jail facility starts at the pre-booking intake screening or at such point the individual is cleared to enter the Jail (typically at the time of booking). Contractor's medical staff will conduct the medical and behavioral screening. In the current process, if the individual is booked while hospitalized as an inpatient at Fresno Community Regional Medical Center (CRMC), the inmate's inpatient medical costs are covered under the County's contract with CRMC. As indicated previously in this RFP, contracted services currently provided by CRMC may no longer be available and the selected respondent will be expected to provide all emergency, inpatient and outpatient specialty health care services.

#### JJC Facility

The responsibility for medical and behavioral health care for juveniles at the JJC facility starts at booking during the screening process. Contractor's medical staff will conduct the medical and behavioral health screening. Currently, the costs of emergency, inpatient, and outpatient specialty medical care services provided to juveniles by CRMC are currently covered under

the County's contract for these services. Emergency room medical services are provided by CRMC or its subcontractor, Children's Hospital Central California, for juveniles. As indicated previously, contracted services currently provided by CRMC may no longer be available and therefore, the selected respondent will be expected to provide all emergency, inpatient and outpatient specialty health care services.

#### 24-Hour Emergency Coverage

The Contractor shall provide on-call coverage twenty-four (24) hours/day by the responsible physician and psychiatrist. Additionally, back-up emergency medical, dental, and behavioral health care services must be provided twenty-four (24) hours/day. A licensed registered nurse must also be available at the Jail twenty-four (24) hours/day and at JJC between the hours of 6:00 AM and 8:30 PM, seven (7) days/week.

#### Personnel and Staffing

Respondents shall provide in their proposals a proposed staffing plan for all detention facility sites at which they will provide all medical health care services, behavioral health care services, dental services, pharmaceutical services, optometric and optician services, and diagnostic services. The staffing plan shall include staffing of a medical director, physicians, psychiatrists, an optometrist, medical and behavioral health clinicians, a dentist, nurses, medical/dental/psych assistants and technicians, and administrative staff. License-required personnel must maintain California licensure and be qualified to perform the required services throughout the term of the resulting contract. Copies of licensure and certifications required for each applicable position must be sent to DPH Administration upon execution of the contract and copies must be kept on-site at all times, according to Title 15 regulations.

In addition, the DPH currently accepts placement of psychiatric resident physicians in the Jail detention facility through a contract with the Regents of the University of California, San Francisco (UCSF). Currently, the residency hours average between sixteen (16) and twenty (20) hours per month. Should the Contractor desire to continue placement of the psychiatric residents, a separate contract between the Contractor and UCSF will be required.

Fresno County will require a background check on all personnel and will maintain the right to veto the use of any on-site employee or subcontractor. The Contractor shall be responsible for advising the Probation Department and Sheriff's Office in advance of scheduling a new employee at a facility to provide adequate time for the background check, facility orientation, and training. A minimum of two (2) weeks advance notice is needed to obtain security clearance for staff. On average, the Live Scan process can take a few days and up to several weeks to receive a response regarding the staff's application for clearance. Staff may not work on-site while waiting for security clearance. The cost for Live Scan clearance will be the responsibility of the Contractor. The Contractor must agree to immediately remove an employee and replace that employee in a timely manner when requested to do so by the Department of Public Health, Department of Behavioral Health, Sheriff's Office, and/or Probation Department.

The Contractor shall be responsible for maintaining the contracted level of staff coverage at all times. Staffing levels will include, at a minimum, seven (7) days/week, 24 hours/day nursing coverage at the Jail for adult inmates and seven (7) days/week, between the hours of 6:00 a.m. and 8:30 p.m. (current shifts are 6:00 a.m. - 2:30 a.m. and 12:00 p.m. – 8:30 p.m.) at JJC. Nursing staff on duty at the facilities will provide intake medical screening of inmates and wards brought in for booking. The screening shall include a direct visual observation and

examination of any medications brought into the facility; however, no outside medications shall be utilized in the treatment of the inmate or ward while in the Jail or JJC.

The bidder shall also identify in the proposal a list of custody staff positions requested to be present for the security of medical and clerical staff within the facilities where they may encounter inmates or wards (e.g., during sick call or medication pass) during the course of providing direct services.

Respondents shall describe how Personnel will be utilized for both facilities (according to CMA/IMQ Standards; Title 15 CCR 1203).

It is highly desirable that the successful bidder give consideration to hiring the current County staff at the adult and juvenile facilities. For Fresno County's current Jail and JJC staffing and compensation information, reference Exhibit E.

Maximize Efficiency and Minimize Movement and Outpatient Services

The Contractor will be expected to maximize the use of the adult and juvenile facilities for the provision of all medical and behavioral health care services. The proposal should address how inmates and wards would be accommodated within the adult and juvenile facilities to avoid unnecessary hospitalization or use of other off-site services. Additionally, the proposal should address plans to minimize inmate and ward movement within the facilities for health care services such as sick call.

Accreditation Standards, Laws, and Regulations

All services provided must conform to all requirements of the CMA/IMQ Accreditation Standards for juvenile and adult detention facilities as well as be in compliance with all current statutes and applicable case law. The Contractor will be required to maintain CMA/IMQ accreditation for the County's detention facilities throughout the term of the contract, failure to do so will result in a breach of the County-Contractor Agreement. Contractor shall provide copies of any and all other supplemental accreditations.

**2) Medical Health Care Services**

The Contractor must describe in the proposal all medical care and treatment services that will be provided and how they will be provided (according to CMA/IMQ Standards; Title 15 CCR 1055, 1058, 1069, 1200 et seq.).

General Health Assessment

A general health assessment must be provided to all Jail inmates within fourteen (14) days of intake and to all JJC wards within ninety-six (96) hours of intake.

Clinic Care/Sick Call

The Contractor must include provisions for nursing sick call to be held seven (7) days a week at the adult and juvenile facilities. Physician sick call shall be provided at a minimum of five (5) days a week at each facility.

Communicable Diseases

The Contractor shall provide an adequate infectious disease control program that includes testing all Jail inmates for tuberculosis (TB) within fourteen (14) days of intake. The Contractor shall also provide TB skin testing to all JJC wards during the required physical which must take place within ninety-six (96) hours of booking, in accordance with Title 15 standards. For all suspected TB cases, the Contractor must coordinate with Fresno County's TB Controller.

The Contractor must immediately report all other highly infectious communicable diseases to DPH, according to Title 17 requirements.

Outpatient Housing Unit

The Main Jail facility includes an outpatient housing unit (OHU) which maintains thirty-seven (37) beds to accommodate inmates who have an injury or medical condition which requires continuous medical care and/or temporary segregation from the general population. The Contractor will be responsible to provide staffing and services in the OHU.

The JJC facility does not have an outpatient housing unit.

Specialty Care, Outpatient Services, and Inpatient Hospitalizations

The bidder shall explain how they intend to prevent unnecessary use of specialty care and outpatient service providers and inpatient hospitalizations thereby reducing the dependence on custody resources for transportation of inmates or wards. The proposal should include a description (or examples) of previous efforts to minimize the use of outpatient services and inpatient hospitalizations.

Each bidder must provide a list of all specialty care and outpatient services that will be provided by an off-site service provider.

Prenatal and Obstetrical Care

The selected respondent will be responsible to provide all prenatal and obstetrical (OB) care to the Jail inmates and JJC wards. Currently, CRMC (or subcontracted provider) provides a minimum of five (5) off-site appointments for prenatal care for healthy pregnancies and additional off-site appointments as necessary for high-risk pregnancies and women who encounter problems during pregnancy. If the Contractor will need to refer an inmate or ward to an off-site OB provider (depending on what type of OB care is necessary), then the Contractor will need to coordinate with custody staff for transportation of all off-site scheduled appointments.

In the past year, there have been thirty-three (33) pregnant inmates at the Jail and seven (7) pregnant wards at the JJC.

The Contractor will need to provide for abortion services, in accordance with Title 15 and California Penal Code 3405 requirements. The Contractor will be responsible for the costs of medically necessary abortion services and DPH will be responsible for all other elective abortions costs.

Prosthetic Devices

The Contractor will be responsible for provision and repair of prosthetic devices that are deemed medically necessary.

First Aid

The Contractor shall provide immediate on-site first aid services for the Sheriff's Office and Probation Department's staff on duty and to visitors injured on the grounds of any of the detention facilities.

Emergency Response for Minor Injuries

The Contractor shall have staff available to provide emergency response care (i.e., on-site medical care for minor injuries, for example: sutures, sprains, etc.) in order to minimize inmate transports and the use of County's outpatient contracted providers.

Chemical Dependency

The Contractor will not be required to include methadone maintenance services; Department of Behavioral Health (DBH) currently has a County-contracted provider for those services. However, provisions for chemical detoxification (i.e., alcohol or drug withdrawal) will need to be addressed in the response to this RFP.

Substance Abuse

The bidder shall include in their response procedures for assessing and treating intoxicated adults and juveniles as provided in Section 1431 of Title 15.

Medical Waste Disposal Services

The Contractor will be responsible to procure its own medical waste disposal services for the appropriate disposal of each type of medical waste (i.e., pharmaceutical, pathological, bio-hazard, hazardous, etc.) generated as a result of the services provided.

**3) Behavioral Health Care Services**

The Contractor must provide services for crisis intervention, pharmaceuticals, psychiatric and medication monitoring services for the adult and juvenile incarcerated population, as well as evaluations pursuant to Penal Code 4011.6, as ordered by the courts. The Contractor will be expected to incorporate evidence-based, outcome-informed treatment methods.

Prior to discharge from the detention facilities, the Contractor must appropriately link the adult inmates and juvenile wards with County's DBH Children's Behavioral Health and Adult Behavioral Health Divisions, as applicable, for the continuation of care.

The Fresno County DBH will retain the cost of psychiatric inpatient services for both adults and juvenile wards.

Juvenile Wards

For juvenile wards, behavioral health care services include, but are not limited to: assessment and evaluation; treatment plan development; medication evaluation, assessment

administering, and monitoring; crisis response and intervention; psychosocial assessments; individual and group psychotherapy; psycho-education groups; family therapy; life skills groups; anger management/treatment; linkage; and case management services.

County's DBH Children's Behavioral Health Division currently provides and coordinates a full range of psychotherapeutic services and interventions to the juvenile wards in the JJC, ranging in age from nine (9) to nineteen (19) years of age. Requests submitted for therapeutic and medication services may be received from the JJC wards, probation staff, parents, school, collaborative partners, and/or through a court order.

Telemedicine equipment is currently being utilized at JJC for juvenile medication support, on an as-needed basis.

#### Crisis Intervention for Juvenile Wards

Crisis intervention services must be expeditious and, if deemed appropriate, the juvenile ward may be placed on constant watch or transported to DBH's Children's Crisis Intervention Resolution Center (CCAIR) Unit for more intensive observation and adjunctive crisis care. CCAIR provides behavioral health crisis intervention services seven (7) days/week 24 hours/day for children and youth up to eighteen (18) years of age seeking voluntary services. CCAIR is designated as a Welfare and Institutions Code 5150 (W&I 5150) facility which provides involuntary treatment for juveniles placed on a hold due to being a danger to themselves or others or when they are unable to access basic needs due to a mental illness. This higher level of service can only be initiated by CCAIR licensed clinicians or by law enforcement (i.e., City of Fresno Police Department and/or Fresno County Sheriff's Office). If psychiatric inpatient hospitalization is required, the Contractor will be responsible to coordinate transportation of the juvenile to the DBH contracted facility; however, the cost and provision of inpatient care remains DBH's responsibility.

#### Adult Inmates

For adult inmates, behavioral health services must include: crisis response and intervention; psychosocial assessments; psycho-education group; and medication referrals, assessment, administering and monitoring; substance use and abuse discussion and case management services.

Contractor will be expected to collaborate with DBH (and its subcontractor) and custody staff when an application for seventy-two (72) hour W&I 5150 hold is deemed necessary. Custody staff will transport the inmate to a hospital where the inmate will be assessed to determine if further mental health treatment and/or inpatient hospitalization is required. If hospitalization is required, the inmate will be transported to the local DBH contracted facility, Crestwood Psychiatric Health Facility. Referrals submitted for services may be received from the inmate, custody staff, family members, collaborative partners and/or through a court order.

#### Psychotropic Medications

At all detention facilities, psychotropic medication is ordered and administered, if appropriate, under the guidelines of California Code of Regulations, Title 15, and, in accordance with the California Board of Behavioral Sciences Rules and Regulations, the California Medical Board Association and all State and Federal Laws.

At JJC, the Chief Child Psychiatrist oversees compliance with the Application for Order of Psychotropic Medication-Juvenile (JV 220) and its related legal requirements when psychotropic medications are ordered in emergency situations.

**4) Other Services Provided**

Pharmaceuticals

Currently, Fresno County subcontracts with Diamond Pharmacy for Pharmaceutical Services. Pharmaceutical services include the management of pharmaceuticals, over-the-counter medications, dispensing and delivery of medications and pharmacist consultant services. The County's current contractor for pharmaceutical services provides an electronic medical administration record system, Sapphire computerized physician order entry, utilized at the adult Jail facility only. The bidder's proposal shall detail the provision for an electronic medical administration record system for ordering and tracking pharmaceutical management at both the Jail and JJC facilities.

The bidder shall describe how pharmaceutical services will be addressed at the facilities (according to CMA/IMQ Standards; Title 15 CCR 1216).

The respondent should provide a formulary and describe the criteria and process used to make exceptions to medications in the formulary. The formulary must include a list of psychotropic medications, which should include all classes of pharmaceuticals currently approved. For Fresno County's current pharmaceutical data, reference Exhibit D.

The Contractor will provide dispensing and delivery of all medication (including over-the-counter medication) by qualified licensed personnel.

Dental Care

The Contractor will provide all dental care services for adult inmates and juvenile wards including: routine exams, x-rays, restoration (e.g., fillings), and oral surgery (e.g., extractions). No cosmetic or orthodontic services will be provided. The Contractor will prioritize dental services as to urgency and medical necessity, shall triage or screen inmate requests for dental services five (5) days per week and be on-call after hours, weekends and holidays. The Contractor will arrange transportation to off-site facilities with custody staff, if necessary.

Dental care services required for juvenile wards at the JJC is currently provided for under the contract with County's specialty care services provider, CRMC, but for the purposes of this RFP, each bidder should include dental care services for juveniles within their proposal.

Optometry

The Contractor will provide on-site basic optometry services to Jail's adult inmates and JJC's juvenile wards. Services shall be provided by a licensed optometrist and shall include assessment, treatment, and consultation including examination of eyes for health and vision problems, diagnosis and treatment of eye disease such as glaucoma, cataracts and retinal disorders and prescriptions for glasses. All optometry equipment and supplies will be the responsibility of the Contractor. The Contractor will also be responsible for providing all specialty care ophthalmologist services, when deemed necessary.

Professional Diagnostic

**X-Ray and EKG Services:**

The County's detention facilities require on-call professional radiological (x-ray) and electrocardiograph (EKG) services. X-ray and EKG services must be available at the Jail twenty-four (24) hours/day, seven (7) days/week and at JJC between the hours of 6:00 a.m. and 8:30 p.m., seven (7) days/week.

X-rays are performed at the detention facilities to avoid increased security risks and custody staff time required to transport inmates to off-site facilities. Furthermore, day-to-day injuries that require x-ray services can be treated immediately, thereby alleviating security issues and associated costs arising from transporting inmates. Typical services for adults at the Jail include chest x-rays for inmates with positive TB skin tests. X-ray services for juveniles at JJC typically include injuries.

X-ray and EKG services shall be provided according to the regulations of the California Department of Health Services and radiation exposure to patients shall be limited in accordance with industry standards. Copies of all registrations, certifications, permits, and accreditations applicable to radiological organizations (issued by the Radiologic Health Branch that is within the Food, Drug and Radiation Safety Division of the California Department of Health Services) will be submitted with the bidder's proposal. The Contractor must comply with the Radiation Control Laws and Regulations, as well as provide copies of resumes, licenses, and certifications of applicable staff.

**Laboratory Services:**

The Contractor will be responsible for all laboratory services provided to the Jail inmates and JJC wards. Contractor will be responsible for all necessary supplies including, but not limited to, supplies for specimen collections, phlebotomy services, specimen pick-up and delivery, laboratory testing, critical test value reporting, and timely response for STAT and routine laboratory orders. The Contractor (or subcontractor) must be CLIA (Clinical Laboratory Improvement Amendments) certified. All laboratory services will be provided in accordance with Fresno County, State and Federal client confidentiality requirements.

Laboratory tests performed at the Jail may include: hematology, serum pregnancy, urine culture and sensitivity, and various chemical panels, etc. Tests performed at the JJC may include: thyroid-stimulating hormone, comprehensive metabolic panels, Rapid Plasma Reagin screenings, etc.

The Contractor shall provide STAT service requests for laboratory tests twenty-four hours/day, seven (7) days/week at all detention facilities.

Critical test values, also known as "critical values" and "critical results", are test results that fall significantly outside the normal range and may represent life-threatening values even if from routine tests. Critical test values shall be reported within thirty (30) minutes after verification. The physician who ordered the laboratory test must be contacted and given the following information: name of inmate/ward, date and time of specimen collection, and test results.

The Contractor shall provide online access to printable lab results and usage reports.



**5) Administration**

The Contractor will be required to demonstrate its ability and commitment to provide and conform to the provisions of CMA/IMQ accreditation standards and Title 15 standards. Respondents must provide a clear and complete description for meeting the following CMA/IMQ, Title 15, and Fresno County requirements:

Administrative Audits and Reports

The Contractor will be required to establish a medical audit committee comprised of Contractor's medical staff. Respondents shall describe how the medical audit committee will be coordinated. The medical audit committee shall prepare and review monthly data and statistical reports that will be provided to the Fresno County DPH and DBH. (For an example of the information required, see Fresno County's current data and statistics information attached in Exhibit D). Statistical reports should include workload data on sick call visits, wait time (from sick call slip submittal to medical visit), health appraisals, booking screenings, dental visits, hospitalizations, emergency room visits, prescribed medications, off-site clinic services, radiology services, behavioral health care services, laboratory services, optician services, etc. The Contractor will be required to provide sample forms to be utilized in satisfying reporting requirements.

DPH will be responsible for maintaining a quality assurance committee to confirm quality care is being provided to all adult inmates and juvenile wards. The committee will consist of appointed Fresno County staff (to include the DPH Director, County Health Officer, DBH Director, Sheriff, and Chief Probation Officer, or designees thereof). The Contractor must be willing to cooperate with the quality assurance committee and provide information as requested in a timely manner.

The Contractor must also be willing to provide reports to the appropriate County Department or Office upon request and within a reasonable period of time including, but not limited to, statistical information, such as medical malpractice incidents that may result in a claim and/or litigation, or performance-based standards data reports required by the Probation Department for Youth Correction and Detention data requirements.

Monthly Administrative Audit Meetings

The Contractor must agree to participate in monthly administrative audit meetings. The monthly administrative audit meetings will include the DPH Director, County Health Officer, DBH Director, and the Contractor, or designees thereof. The purpose of the meetings shall be to evaluate statistics, program needs, address problems/issues that may arise, and interrelationships between custody, medical, and behavioral health care services personnel as well as the relationships with providers of emergency, inpatient, or outpatient specialty care services.

Utilization of all emergency, inpatient, and outpatient specialty care services (including, but not limited to dental, ophthalmology, and ambulance transports) will be retroactively reviewed to determine medical necessity. Behavioral health services (including inpatient hospitalization) will also be reviewed for appropriateness.

Health Service Audit

The DPH Health Authority is responsible to perform an annual health inspection, as required by Title 15, which includes the following key aspects:

- Review/study of activities/functions/program components of health care services on a scheduled and unscheduled basis.
- Documentation and scheduling of inspection frequency, and the individual responsible for performing the inspections.
- Methods for identifying, preventing, and correcting deficiencies.
- Minutes of regular quality assurance meetings, including identification of system weaknesses/deficiencies, corrective action taken, and ongoing documentation of improvements being made.

The Contractor shall be required to cooperate and assist with the process, as needed, to comply with the requirements as set forth in Title 15.

Inmate Transportation

Fresno County contracts with American Ambulance for provision of emergency ambulance services. The Contractor will coordinate all other non-emergency medical transportation for off-site outpatient services with the Fresno County Sheriff's Office or Probation Department.

In 2012, American Ambulance provided 214 emergency transports and 59 non-emergency transports from the Jail and eleven (11) emergency transports and one (1) non-emergency transport from JJC.

Disaster Plan

The Contractor will work with DPH, the Probation Department and Sheriff's Office to define the roles of the service provider's staff in a disaster (medical disaster plan).

Health Records

Respondent shall describe how the Health Records will be addressed at the detention facilities, specifically including management of each of the following (according to CMA/IMQ Standards):

- Health Records
- Confidentiality of Health Care Record
- Transfer of Health Records and Information

The Contractor shall maintain complete and accurate medical health, behavioral health, optometry and dental records separate from the Fresno County Jail and JJC facilities confinement records of the inmate and wards. In any criminal or civil litigation where the physical or mental condition of an inmate or ward is at issue, and/or upon written request of Fresno County Counsel or Risk Management, the Contractor shall provide the DPH Director, DBH Director (or designees) and County Health Officer with access to such records. In the

event of a possible HIPAA violation/breach/allegation, the Contractor will cooperate with the County's Privacy and Security Officer, or designee.

The Contractor must allow access to health records requested by Fresno County DPH, and when appropriate, allow limited information to custody staff when necessary to safely and properly manage the inmate or ward or to plan for future placement and programming.

The Contractor will be responsible for responding to records requests for medical and behavioral health care services in a timely manner and as allowable by HIPAA or other applicable laws, regulations, codes, and guidelines regarding medical and behavioral health care information. An accounting of records released will be provided to Fresno County DPH and DBH at least quarterly.

Existing medical records and all medical records prepared by the Contractor shall be the property of the County. The Contractor shall be the custodian of records for the County and respond to subpoenas regarding medical records and/or treatment. At the termination of the contract, the medical records shall become the property of the County.

The Contractor shall be expected to provide their own system for clinic management and electronic medical records (EMR). Neither the Jail nor the JJC currently has a clinic management system or electronic medical records system for the medical health care component. The Department of Behavioral Health currently utilizes an electronic medical records system (Avatar) for behavioral health care records management at the JJC. The Jail utilizes a proprietary electronic medical administration record system, provided by the County's contracted pharmaceutical provider, Diamond Pharmacy, for medication management purposes.

The Contractor's EMR system shall be required to interface with the existing systems the County is currently utilizing:

- OffenderTrak 6.4.2 – Sheriff's Office Offender Tracking System
- JAS – Probation Department's Juvenile Automated Management System
- Avatar CalPM (Netsmart New York, Inc.) – Department of Behavioral Health's EMR system

Medical/Legal Issues

The Contractor shall not be responsible for collecting evidentiary specimens (i.e., DNA blood draws) that may be ordered by the courts. The Sheriff's Office and Probation Department are responsible for the chain of custody on forensic samples.

The Contractor's health care personnel shall be available for court inquiries and/or appearances, when required. Contractor will be expected to participate in the Juvenile Delinquency Court protocol related to competency to stand trial. It will be the Contractor's responsibility to compensate their staff for court appearances.

Equal Employment Opportunities

The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of

race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.

Food Service Workers

Currently, the County has a contracted provider for food service to its detention facilities; therefore, inmates do not participate in this function. However, should a food service process be established within the detention facilities at a later date, the Contractor shall be responsible for medically clearing inmates who work in the kitchen prior to starting the assigned function. Custody staff will coordinate these medical checks with the Contractor.

**6) County Resources**

Inventory

The Contractor will have the option to purchase the following existing County medical and behavioral health resources currently at the Jail and JJC facilities: medical, dental, and office equipment; medical, dental, and office supplies; fixed assets; workstations; and computer equipment. All prices will be discussed during contract negotiations.

Telemedicine equipment currently utilized at JJC for behavioral health services will not be offered for purchase and will not be available for Contractor use.

A list of County's available inventory will be provided to each bidder during the mandatory facility tour.

Technical Support

If the Contractor opts to purchase County's computer equipment, County's DPH and DBH, as applicable, will continue to provide technical support regarding said equipment.

Wireless connectivity is not currently available, but can be implemented.

**7) Facility Information**

County Phone System

The County's current phone system will remain in the Jail and JJC facilities. Historically, phone costs have averaged \$30,000/year. County's DPH and DBH, as applicable, will continue to cover Contractor's phone costs up to \$30,000 annually; any additional costs (related to hardware or usage) will be the responsibility of the Contractor.

Janitorial Services

The Contractor will be responsible to provide its own janitorial services for all work areas utilized by Contractor's staff at the Jail and JJC facilities. County's General Services staff currently provides janitorial services for the medical and behavioral health care service areas within the Jail and Probation staff currently provide janitorial services at JJC.

Utilities and Building Maintenance Services

County will continue to be responsible for all utilities and building maintenance fees for the Jail and JJC facilities; Contractor will not be responsible for these charges.

## COST PROPOSAL

The bidder's cost proposal must include the pricing structure for the first one (1) year of services in the adult and juvenile facilities in aggregate and the percentage increase per year. Price adjustment for average daily population increase or decrease may be established by contract. Cost proposals should identify which of the following options bidder selected:

- Option 1: Medical and behavioral health care services for adult inmates housed in the Jail only;
- Option 2: Medical and behavioral health care services for juvenile wards housed in the JJC only; or
- Option 3: Medical and behavioral health care services for both adult inmates and juvenile wards housed in the Jail and JJC, respectively.

Cost proposals must include costs of all service description requirements. The selected Contractor shall be responsible for all costs associated with administrative support and delivery of medical and behavioral health care services to the Jail and JJC facilities, including but not limited to:

### Proposal Qualifications:

- All required medical and behavioral health care services for inmates and wards on-site, including all emergency inpatient and outpatient specialty care services.
- All supporting diagnostic examinations, radiology, and laboratory services
- Equipment, equipment maintenance, and supplies used in the health care delivery system.
- All medications and prescriptions provided to inmates and wards, including those ordered by the courts and those administered for behavioral health care purposes. Costs for medications prescribed/ordered for medical or behavioral health care purposes should be separately listed from all other medications to better align expenses with County budgeting processes.
- All required dental services for inmates and wards, including on-site and off-site services, as applicable. Elective procedures are not included under this RFP.

The respondent shall detail any past experience in successfully implementing a co-payment plan.

The bidder's cost proposal must include sufficient detail to discern the proposed expenses for each component of the plan. Personnel costs for medical health care services, behavioral health care services, pharmaceutical services, dental services, optometry services, and diagnostic services (i.e., lab, x-ray, etc.) are to be distinct expenses listed within the cost proposal.

<b>MEDICAL HEALTH CARE SERVICES</b>	<b>Jail - Adult</b>	<b>JJC - Youth</b>	<b>Total</b>
<b>Medical Health:</b> (including emergency & specialty care)			
Salaries & Benefits <sup>1</sup>	\$ -	\$ -	\$ -
Medical Equipment	\$ -	\$ -	\$ -
Consumable Medical Supplies	\$ -	\$ -	\$ -
Medical Waste Disposal	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Dental:</b>			
Salaries & Benefits <sup>1</sup>	\$ -	\$ -	\$ -
Dental Equipment	\$ -	\$ -	\$ -
Consumable Dental Supplies	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Optometry:</b>			
Salaries & Benefits <sup>1</sup>	\$ -	\$ -	\$ -
Optometric Equipment	\$ -	\$ -	\$ -
Consumable Optometric Supplies	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Pharmaceuticals:</b>			
Medical Pharmaceuticals	\$ -	\$ -	\$ -
Over-the-Counter Medications	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Professional Diagnostic:</b>			
Laboratory Services	\$ -	\$ -	\$ -
X-ray Services	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Professional Services:</b>			
Interpreters	\$ -	\$ -	\$ -
Translation	\$ -	\$ -	\$ -
Confidential Shredding	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>MEDICAL HEALTH CARE SERVICES Total</b>	\$ -	\$ -	\$ -

<b>BEHAVIORAL HEALTH CARE SERVICES</b>	<b>Jail - Adult</b>	<b>JJC - Youth</b>	<b>Total</b>
<b>Behavioral Health:</b>			
Salaries & Benefits <sup>1</sup>	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Pharmaceuticals:</b>			
Psychotropic Pharmaceuticals	\$ -	\$ -	\$ -
Over-the-Counter Medications	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Professional Diagnostic:</b>			
Laboratory Services	\$ -	\$ -	\$ -
X-ray Services	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>Professional Services:</b>			
Interpreters	\$ -	\$ -	\$ -
Translation	\$ -	\$ -	\$ -
Confidential Shredding	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -
Other <sup>2</sup>	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -
<b>BEHAVIORAL HEALTH CARE SERVICES Total</b>	\$ -	\$ -	\$ -
<b>MEDICAL AND BEHAVIORAL HEALTH CARE SERVICES Grand Total</b>	\$ -	\$ -	\$ -

Instructions for completing: Provide proposed pricing structure for the first one (1) year of services in the adult and juvenile facilities, and the percent increase per year, based on the Consumer Price Index (CPI).

COST PROPOSAL YEAR 2: \_\_\_\_\_ Increase percentage  
 COST PROPOSAL YEAR 3: \_\_\_\_\_ Increase percentage  
 COST PROPOSAL YEAR 4: \_\_\_\_\_ Increase percentage  
 COST PROPOSAL YEAR 5: \_\_\_\_\_ Increase percentage

<sup>1</sup> Provide a staffing plan to include all staff classifications necessary to provide the required services. The following additional information must be provided: classification titles, number of positions, salaries and benefits.

<sup>2</sup> Other charges: Please explain what services your firm includes in this category and the charges associated with those services.

## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for



compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. REFERENCES

IX. PARTICIPATION

X. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three (3) years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

XII. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XIII. COST PROPOSAL: Quotations must be prepared in accordance with the requirements as set forth in the Cost Proposal included in this RFP. Include details and rates/fees as requested for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIV. CHECK LIST

## AWARD CRITERIA

### **COST**

As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Projected cost for services for Option 1, Option 2, or Option 3.
- B. Does the bidder's service description address all the areas identified in the RFP, applicable to the Option, as submitted? Will the proposed services satisfy County's needs and to what degree?
- C. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide these services?
- D. Does the bidder present sufficient amount of demonstrated experience in providing medical and behavioral health care services in California County correctional facilities?
- E. The bidder's ability to provide quality and cost effective medical and behavioral health care services in adult and/or juvenile correctional facilities, as required by the County and detailed in the Scope of Work.
- F. The bidder's ability to demonstrate its experience and successful coordination with other outside health care service providers in the provision of medical and behavioral health care services in a correctional facility setting.
- G. Ability of the bidder to provide copies of all registrations, certifications, permits, and accreditations applicable to providing medical and behavioral health care services in correctional facilities located in the State of California.
- H. Does the bidder demonstrate knowledge and compliance with all state and federal applicable laws, regulations, codes and guidelines regarding providing medical and behavioral health care services, licensing, and requirements pertaining to correctional health care facilities in the State of California?
- I. Bidder's ability to describe their proposed method for compliance (i.e., subcontractor(s), alternatives, options, exceptions, ancillary services and requirements, etc.) in response to this RFP.

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1.  The Request for Proposal (RFP) has been signed and completed.
2.  Addenda, if any, have been completed, signed and included in the bid package.
3.  One (1) original plus nine (9) copies of the RFP have been provided.
4.  The completed *Proposal Identification Sheet* as provided with this RFP.
5.  The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6.  The completed *Criminal History Disclosure Form* as provided with this RFP.
7.  The completed and signed *Self-Dealing Transaction Form* as provided with this RFP.
8.  The completed *Participation Form* as provided with this RFP.
9.  The completed *Reference List* as provided with this RFP.
10.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11.  Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>952-5194</u>
Closing Date:	<u>November 4, 2013</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u><b>Comprehensive Medical and Behavioral Health Care Services</b></u>

**Return Checklist with your RFP response.**