

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 952-5322

SENATE BILL 163 WRAPAROUND AND THERAPEUTIC FOSTER CARE SERVICES

Issue Date: January 5, 2015

Closing Date: FEBRUARY 11, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114, e-mail gcornuelle@co.fresno.ca.us, or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

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)" ATTACHED.

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 stated within this document. 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.

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 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.

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 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).

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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.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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OVERVIEW

The County of Fresno on behalf of the Department of Department of Social Services (DSS) is requesting proposals from qualified vendors to provide the following services: Wraparound Approach Services (Wraparound) and Therapeutic Foster Care Services (TFC). A complete proposal will include strategies to provide both services. The department expects contractor(s) to serve approximately 150 children/youth at any given time. It is the intent of the DSS to select one or more vendors to deliver these services.

A. Target Population

Children/youth eligible for Wraparound must fall into one (1) of the following categories:

A child/youth who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602, and have an urgent and/or intensive mental health need, which causes impairment at school, home and/or in the community; or A child/youth who has been adjudicated as either a dependent or ward and who is currently placed in a Rate Classification Level (RCL) 10 or above and is within 60 days of returning to the Community; or a child/youth who has been adjudicated as either a dependent or ward who has experienced three (3) or more placement moves or psychiatric hospitalizations within the past 24 months; or a child/youth who is in an adoptive placement or has a finalized adoption who qualifies for Adoption Assistance Program (AAP) benefits and has an urgent and/or intensive mental health need which causes impairment at school, home, and/or in the community; or, is at imminent risk of placement in a RCL 10 or above, or currently placed in a RCL 10 or above and is within 60 days of returning to the Community.

Age: The maximum age limit for Wraparound youth at the time of enrollment is 20.5 years. All Children referred for Senate Bill 163 Wraparound Services (SB163) will be assessed by the Interagency Resource Placement Committee (IRPC) for ability to participate and benefit from the Wraparound process.

B. Funding

The County spent approximately \$4.5 million in Fiscal Year 2013-14 to provide Wraparound services for children/youth in Child Welfare Services (CWS), Aid to Adoption Program (AAP) and Probation. Service costs were covered through funding sources that included, but were not limited to, Short-Doyle Medi-Cal, Early Periodic Screening, Diagnosis and Treatment (EPSDT) and State and Federal Welfare funds.

It is anticipated that the total operational cost of the proposed services will be \$4.5 million aggregate for the first 12 months and \$4.5 million aggregate for each subsequent 12-month period, based upon the capacity and mental health treatment needs of the children and families served by the selected vendor(s).

Each selected vendor will be required to project the Medi-Cal revenue generated by the program based upon the array and frequency of services to be provided. The selected vendor(s) will be responsible to enter all Medi-Cal claims into the County's data and billing system (Avatar) and for any and all audit exceptions pertaining to the delivery of services. The selected vendor(s) shall submit a complete and accurate State of California Department of Health Care Services (DHCS) Short/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement. The cost report must be submitted to the DBH Business Office within 90 days following the end of each fiscal year. All cost reports must be prepared in accordance with generally accepted accounting principles and the standards set forth by the DHCS and the County.

C. Contract and Implementation

The initial contract is anticipated to begin July 1, 2015 for an initial twelve (12) month period with two (2) additional 12-month extension periods. Extension periods will be evaluated based upon the performance of the contractor and the availability of funds.

It is the intent of the County to assist the selected vendor(s) in the formal credentialing process of the provider applications submitted for their licensed and registered/waivered staffs, access to mandatory training, and set-up in Avatar during program start-up to enable services to begin on July 1, 2015.

The County recognizes the importance of the therapeutic relationship of the mental health treatment provider with the client and family. It is the intent of the County that all new referrals from DSS will be directed to the newly selected contract vendor(s) beginning July 1, 2015. There will be no disruption of care for existing clients and their treating therapist and agency, however the families may be provided the option to change their provider if therapeutically appropriate and the change would improve access to services and remove barriers to care (i.e., transportation, proximity to the home, etc.). In these cases, transition will require cooperation between County staff, current contract providers and the selected vendor(s).

D. Minimum Proposal Requirements

Vendors submitting proposals must:

1. Agree to work collaboratively in an integrated service delivery model within the community, region and state to obtain the outcomes, goals and strategies of the California Partners for Permanency (CAPP) and Katie A. Core Practice Models and SB163 Service Models;
2. Must utilize intensive, individualized and strengths-based services for children and families with service predominantly delivered outside of an office setting (when client need and/or preference dictate), such as in the home, school or community in metropolitan and rural Fresno County;
3. Have identified administration and program management personnel who possess the necessary experience and clinical expertise in providing family-centered mental health services to children and families in the Child Welfare Services(CWS) system and Probation system;
4. Have established clinical competency standards when hiring of direct service staff and articulate a staff development and training program. This should include the inclusion of trauma-informed practice, the use of evidence-based treatment approaches and co-occurring competence to serve individuals with mental health and substance use/abuse disorders in the family;
5. Have the administrative and fiscal capability to provide and manage the proposed services and ensure a cost-effective service delivery and operational structure with an audit trail that adheres to generally accepted accounting principles;
6. Address the demographic make-up and population trends of the Target Population to identify their cultural and linguistic needs in designing and planning for providing appropriate behavioral health services;

7. Whenever possible, hire racially and ethnically diverse staff reflective of the target population to provide or assist with culturally competent, client and family-driven mental health and supportive services;
8. Have the ability to provide and complete a mental health assessment, if needed;
9. Must be prepared to meet all requirements to be a Short-Doyle Medi-Cal organizational provider for Specialty Mental Health Services in the Fresno County Mental Health Plan;
10. Have the ability to comply with applicable Federal and State of California laws and regulations, including but not limited to the Business Associate requirements of the Health Insurance Portability and Accountability Act (HIPAA). (45 CFR parts 160, 162 and 164); the Health Information Technology for Economic and Clinical Health Act regarding the confidentiality and security of patient information; and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information;
11. Attend Cultural Competency, Compliance, Billing and Documentation trainings provided by the County annually;
12. Have the ability to maintain electronic health records using the DBH's information system (Avatar) and supply their own personal computers, Internet access, printers, signature pads and other network devices to meet statistical reporting requirements, report client and program outcomes and any State or County data requirements of the Katie A. Implementation Plan. A computer with Internet access is required for office and field-based staff; and
13. Have the ability to report on performance measures, such as enrollment numbers, disenrollment numbers, Medi-Cal billing productivity, and other appropriate outcomes, as established by the County. Contracts will be closely monitored for performance and providers will be required to report monthly outcomes and expenses. Monthly activity and financial reports will be due to the County by the 10th of each month and reviewed for accuracy. Reimbursement for monthly expenses may be delayed in the event inaccurate reports are submitted.

KEY DATES

RFP Issue Date: **January 5, 2015**

Vendor Conference: **January 15, 2015 at 2:00 P.M.**
Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFP: **January 22, 2015 at 5:00 P.M.**
Fax No. (559) 600-7126
E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date: **February 11, 2015 at 2:00 P.M.**
County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

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)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

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.

(Authorized Signature)

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 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.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

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: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Personal Property

CONTRACTOR shall maintain a policy of insurance for all risk personal property coverage which shall be endorsed naming the County of Fresno as an additional loss payee. The personal property coverage shall be in an amount that will cover the total of the County

purchased and owned property, at a minimum, as discussed in Section Twenty (20) of this Agreement

D. Professional Liability

If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) 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.

F. Sexual Abuse / Molestation Liability

Sexual Abuse / Molestation Liability Insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One Million Dollar (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

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 Social Services Attn: Tanimara Puente, PO Box 1912, Fresno, CA 93718, 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 2nd Floor, 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 January 15, 2015 at 2:00 P.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 office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. 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 E. 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 disc enclosed and six (6) 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 disc (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 January 22, 2015 at 5:00 p.m. Questions must be directed to the attention of Gary E. 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.

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 one (1) year with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) 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.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

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

SCOPE OF WORK

The County of Fresno on behalf of the Department of Department of Social Services (DSS) is requesting proposals from qualified vendors to provide the following services: Wraparound Approach Services (Wraparound) and Therapeutic Foster Care Services (TFC).

A. Background

Wraparound started as a pilot project in Santa Clara County in response to a Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of AFDC-FC (Aid to Families with Dependent Children, Foster Care) funds for eligible children. Under this legislation, counties were given the ability to develop service delivery systems that included non-traditional approaches and settings. Senate Bill 163 (SB163) enacted on October 8, 1997, extended this pilot project to all of the counties in California. The State regulations for Wraparound are contained in the Welfare and Institutions Code, Sections 18250-18257.

The Department of Social Services (DSS), Behavioral Health (DBH) and Probation, have been providing Wraparound services in our community since 2004. The Wraparound Service contracts are joint contracts between all three departments. All three departments share an interest in the safety, permanency, and wellbeing of children and families. Both DSS and DBH are actively working to integrate Wraparound into the overall system of care to comply with the implementation of Katie A. and the Shared Core Practice Model. The Departments have committed to a collaborative undertaking, which entails substantive systemic change, to improve the lives of children and families consistent with the Shared Core Practice Model and the Department values.

B. Service

Wraparound Service: Wraparound is a family-centered, strengths-based, needs-driven planning process that allows families involved with the Child Welfare system and Probation system to voice, choose, and own strategies to keep children in their communities. Wraparound requires a highly individualized planning process to help the enrolled child(ren) and families achieve the desired outcomes outlined in the Plan of Care (POC). The County of Fresno uses a service model which reflects collaborative involvement in the provision of Wraparound services.

Senate Bill 163 provides counties with flexible use of foster care placement funds. The funding is now able to be used to pay for service allocation slots and provide individualized service “packages” necessary to keep children in family settings.

In 2002, a lawsuit (Katie A. v. Bonta) was filed against Los Angeles County alleging that children in contact with the County’s foster care system were not receiving the mental health services to which they were entitled. In December 2011, the State entered into a Settlement Agreement to address the concerns brought forth by the lawsuit. Under the terms of the Settlement Agreement, The County of Fresno is obligated to make a number of systemic improvements in relation to screening and assessment practices and service delivery to better serve youth with mental health needs.

Wraparound services are an important part of the service delivery plan. The County of Fresno is committed to utilizing Early Periodic Screening, Diagnosis and Treatment (EPSDT), Medi-Cal Federal Financial Participation (Medi-Cal FFP) and Title IV-E funds to support the Wraparound program. EPSDT funding is now referred to as Behavioral Health Realignment.

To achieve the objectives outlined in the Katie A. Strategic Plan, The County of Fresno prioritized strategies utilizing Title IV-E funds, Medi-Cal FFP and Behavioral Health Realignment to fund mental health services and placement needs for Katie A. subclass members. A prospective Wraparound Approach Services contractor must meet the requirements as an organizational provider with the Fresno County Mental Health Plan in order to fully maximize the available funding.

Children/youth eligible for Wraparound must fall into one (1) of the following categories:

- a) A child/youth who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602, and have an urgent and/or intensive mental health need, which causes impairment at school, home and/or in the community; or
- b) A child/youth who has been adjudicated as either a dependent or ward and who is currently placed in a Rate Classification Level (RCL) 10 or above and is within 60 days of returning to the community; or
- c) A child/youth who has been adjudicated as either a dependent or ward who has experienced three (3) or more placement moves or psychiatric hospitalizations within the past 24 months; or
- d) A child/youth who is in an adoptive placement or has a finalized adoption who qualifies for Adoption Assistance Program (AAP) benefits and has an urgent and/or intensive mental health need which causes impairment at school, home, and/or in the community; or, is at imminent risk of placement in a RCL 10 or above, or currently placed in a RCL 10 or above and is within 60 days of returning to the community.

Age: The maximum age limit for Wraparound youth at the time of enrollment is 20.5 years. All children referred for SB163 will be assessed by the Interagency Resource Placement Committee (IRPC) for ability to participate and benefit from the Wraparound process.

Fresno County is seeking Wraparound contractors to serve approximately 150 children/youth at any given time.

Private, community-based Wraparound agencies facilitate the Wraparound process, which includes a Child and Family Team (CFT) for each child and family enrolled in the Wraparound Program. CFTs develop, implement, monitor, and revise, as needed, uniquely tailored Child and Family Plans of Care that include the strengths, underlying needs and related strategies, services, and supports to provide whatever it takes to address the needs of the family.

The Wraparound process incorporates four phases as stated, Phases and Activities of the Wraparound process (<http://www.nwi.pdx.edu>): a) Phase One - Engagement and Team Preparations, b) Phase Two - Initial Plan Development, c) Phase Three - Plan Implementation d) Phase Four - Transition.

Therapeutic Foster Care: Therapeutic Foster Care Service is an intensive, individualized, rehabilitative service provided to a child/youth (up to age 21) with intensive or complex emotional and behavioral needs and/or who is being considered for placement in a group home, a psychiatric hospital or a 24-hour mental health treatment facility or has experienced three (3) or more placements within the last 24 months due to behavioral health needs. Therapeutic Foster Care services (TFC) assist a child/youth in achieving client plan goals and objectives and help the child/youth to remain in community settings, thereby avoiding residential, inpatient or institutional care.

Therapeutic Foster Care services would overlay the child/youth's placement and would follow the child/youth, in the event of a placement disruption. The care provider would be engaged in the treatment plan and would be one of the primary agents for the rehabilitative treatment of the child/youth's client plan. If the child/youth has a primary therapist when TFC services are put into place, the primary therapist should remain part of the treatment team and participate in treatment planning to support continuity of care. A child/youth who is receiving TFC services will continue to be eligible for and should receive other Rehabilitative Mental Health Services as set forth in their client plan. TFC parents provide a range of activities and services which include:

- a) Implementing in-home evidence-based, trauma-informed rehabilitative treatment strategies set forth in the child/youth's client plan. Examples of services to be provided include: providing skills-based interventions, developing functional skills to improve self-care, improving self-management in areas of anger management, self-esteem, or peer relations;
- b) Implementing the risk management/safety components of the child/youth's plan including mental health crisis support;
- c) Participating as a member in the CFT in care planning, monitoring and review process;
- d) Assisting the child/youth in accessing needed medical, vocational or other services needed to meet plan goals;
- e) Observing, monitoring and alerting members of the CFT about changes in the child/youth's needs.

TFC services are provided face-to-face at the TFC home and/or in the community. This service includes one or more of the following service components and is provided by the TFC parent:

- Plan development (as part of the CFT)
- Rehabilitation
- Collateral
- Crisis intervention
- Intensive Home Based Services
- Intensive Care Coordination

Providers of TFC services are provided by TFC parents under the direction of a Licensed Mental Health Professional (LMHP).

TFC parents must be individuals at least 21 years of age with a high school diploma or equivalent degree. TFC parents must meet and comply with all the State of California basic foster care parent requirements (including training requirements) and must be certified as a TFC parent by a TFC Provider Agency. Certification as a TFC parent is dependent on pre-service and ongoing TFC training requirements.

Currently, TFC regulations are being finalized by both the California State Department of Health Care Services (DHCS) and the Federal government; any vendor(s) selected for the resulting contract will be required to adhere to all trial regulations as set forth by the State Plan Amendment (SPA), SPA 14-01, as well as any finalized regulations regarding state mandated TFC regulation/requirements.

C. Service Models

Wraparound Model: The selected provider(s), will develop and case manage all service activities in a manner consistent with The Wraparound philosophy. (Service Examples: shadowing, skill building strategies, home based services, and any other services required to meet the family's needs.) The provider(s) will be responsible for ensuring community based intervention, including the delivery of highly coordinated, highly individualized, unconditional services to address the needs and achieve positive outcomes in the life of the child and his/her family. It is recommended that teams developed to serve current consumers under this model maintain a maximum of 25 children per team capacity. Capacity will be reviewed periodically to determine additional need.

The selected providers(s) must be prepared to meet all requirements to be a certified Short-Doyle Medi-Cal service provider for Specialty Mental Health Services in Fresno County. The provider must have the ability to follow Fresno County's Medi-Cal billing processes as well as the County's cost settlement processes.

All three departments (DSS, DBH and Probation), in conjunction with the Wraparound Community Team and the System of Care Leadership Collaborative, will provide administrative oversight. It will require a true partnership between County agencies, community, families and the service provider to achieve the goals of the Wraparound Model.

The overall objective of the Wraparound process is to deliver enough strength and needs-based services to maintain children with complex needs in family-like settings through the efficient and effective use of existing funds.

Children that become involved with the Child Welfare system have often experienced significant trauma. Removal from their home setting can exacerbate that trauma and create the need for emergency mental health supports to temporarily attend to the needs of the child. Under the Wraparound contract, we are seeking flexibility from the vendor to provide some emergency mental health supports to children that are just entering foster care. We are looking for the ability to provide services that would support these children on a temporary basis (very limited) and help the child transition into the mental health system of care and an appropriate ongoing mental health treatment plan. Required expertise for this service must reflect the ability to use techniques to manage behaviors.

The emergency mental health support service is expected to be needed 1 to 5 times a quarter and should only be for a few days. This service should include 24/7 access. The vendor must reflect the ability to provide techniques to the foster parent for the foster parent to utilize in helping the child stabilize and assist in transitioning the child into a regular mental health service plan.

A possible scenario where these emergency mental health support services would be needed is:

A child with significant needs is picked up after hours on a Friday and locating a specialized placement that most appropriately meets the child's needs is not readily available. Instead of the child going to a group home, emergency services can be provided to a foster home on a short term basis, to get the child through the weekend. Referral for a Mental Health Assessment and ongoing treatment and a search for the most appropriate level of placement can then be launched on Monday morning.

Basic philosophical elements of the Wraparound process include:

1. Wraparound is a community-based effort, with services and supports provided in the client's home, neighborhoods, and schools, etc.
2. Individualized supports and services must be developed to meet the needs of each child and family. Supports and services will be strength-based, child and family centered, and needs driven.
3. Professionals and non-professionals will provide formal and informal supports and services.
4. Cultural relevance/competencies must be based on the values, strengths, social and racial make-up of the children and families served.
5. Parents must be included at every level of the process.
6. Wraparound must be implemented on an inter-agency basis and owned by the community.
7. Wraparound must team with other mental health professionals on the team, DSS staff and other community members involved with the family.
8. As the needs of the child and family change, services must be changed along with them. Services are unconditional. The child and family are not dropped from the services when problems are encountered.
9. Using funds in a creative, flexible, need's driven manner.
10. Outcomes must be measured.

The Wraparound Service Provider must comply with all existing and any future amendments to requirements from the Department of Health Care Services to maintain Medi-Cal certification eligibility, applicable Welfare and Institution codes, the SB 163 and Title IV-E Waiver Wraparound Standards (Attachment B).

Services need to: be accessible 24 hours per day, 7 days per week, include Mental Health Services, Medication Support, Case Management, Crisis Intervention, etc. provide a full range of services in the manner outlined in the SB 163 and Title IV-E Waiver Wraparound Standards (Attachment B). The successful bidder shall have the ability to provide services to monolingual Spanish speaking and monolingual Hmong speaking child/family units.

Multi-Disciplinary teamwork that includes professionals and non-professionals will affect all aspects of the Wraparound process.

The Wraparound Service Provider(s) will:

1. Coordinate, select and convene the Child and Family Teams (CFT).
2. Work with the family to schedule their CFT at a time that the assigned social worker/probation officer can attend, at least once a month.
3. Facilitate the service planning process (individualized, family-centered, strength-based, and needs driven) with completion of the wraparound plan within 30 days from the initiation of services.

4. Secure services from a network of providers and complete appropriate service authorizations and agreements.
5. Provide intensive case management.
6. Coordinate and team with County agency staff, the courts, community members, families and the schools.
7. Develop, coordinate, and provide formal and informal supports and services (home-based & community-based, provided by professionals & non-professionals).
8. Work with the identified primary therapist to coordinate appropriate treatment plan that incorporates all of the treating parties and consistency for the family.
9. Develop, monitor, and adhere to individual service plan budgets.
10. Facilitate extensive community resource development.
11. Develop parent advocacy and support network.
12. Provide crisis intervention and management on a 24-hour basis, 7 days per week.
13. Employ and train sufficient staffing to achieve the Wraparound objectives.
14. Assess and monitor child, family, and community safety.
15. Measure outcomes consistent with SB 163 requirements, as referenced in "Attachment A".
16. Keep in close contact with assigned social worker to ensure teaming work and that treatment plan is lining up with case plan goals for family.
17. Provide monthly cost and activity reports as requested by the County.
18. Provide the County with Child and Family Team meeting minutes.
19. Provide the County with monthly progress reports.
20. Provide the County a copy of Discharge reports.
21. Provide and participate in Intensive Care Coordination as appropriate and mandated in the State's Katie A. Core Practice Model.
22. Provide Intensive Home Based Services in the home and community as mandated by the State's Katie A. Core Practice Model
23. Participate in Treatment team meetings made up of all treating mental health professionals involved with a family and ensure there is continuity in the treatment plans.
24. Provide the County with point-in-time census counts every last Tuesday of the month
25. Provide the County with monthly census stats, which reflect all intakes and discharges for the month.

Therapeutic Foster Care Services Model: The selected vendor(s) will develop, provide, and case manage all service activities in a manner consistent with Wraparound philosophy (Service Examples: shadowing, skill building strategies, home based services, and any other services required to meet the family's needs). Vendors are encouraged to look to evidence-based practices in developing their service delivery model. Vendors should consider four (4) key elements of treatment in support of placement: (1) providing youth with a consistent reinforcing environment where he or she is mentored and encouraged to develop academic and positive living skills, (2) providing daily structure with clear expectations and limits, with well-specified consequences delivered in a teaching-oriented manner, (3) providing close supervision of youth's whereabouts, and (4) helping youth to avoid deviant peer associations while providing them with the support and assistance needed to establish pro-social peer relationships.

The selected provider must be prepared to meet all requirements to be a certified Short-Doyle Medi-Cal service provider for Specialty Mental Health Services in Fresno County. The provider must have the ability to follow Fresno County's Medi-Cal billing processes and cost settlement processes.

The chosen vendor can anticipate serving about ten (10) youth at any given time with this service.

All three departments (DSS, DBH and Probation), in conjunction with the Wraparound Community Team and the System of Care Leadership Collaborative, will provide administrative oversight. It will require a true partnership between County agencies, community, families and the other mental health service providers to achieve the goals of Therapeutic Foster Care Services.

The overall objective of the Wraparound process is to deliver enough strength and needs-based services to maintain children with complex needs in family-like settings through the efficient and effective use of existing funds.

The Service Provider must comply with all requirements of the State Department of Health Care Services to maintain Medi-Cal certification eligibility, be accessible 24 hours/day, 7 days per week and provide a full range of services in the manner outlined in SB 163 and Title IV-E Waiver Wraparound Standards, Attachment B. Services to include: Mental Health Services, Medication Support, Case Management, Crisis Intervention, etc.

TFC services do not include: 1) reimbursement for the cost of room and board that cost should continue to be treated as a Foster Care placement cost; or 2) other foster care program related services (e.g., assessing adoption placements, serving legal papers, home investigations, administering foster care subsidies); or other parenting functions such as providing food, transportation, etc.

TFC services are not reimbursable on days when Psychiatric Inpatient Hospital Services; Psychiatric Health Facility Services or Psychiatric Nursing Facility Services are reimbursed, except for the day of admission to these services or prior to discharge when a child/youth is transition to a TFC home.

The successful bidder shall have the ability to provide such services to monolingual Spanish-speaking and monolingual Hmong-speaking child/family units.

Staffing should include a licensed clinician to provide consultation, support and supervision to the care giver in the form of weekly meetings and daily telephone contact, and are available for support, consultation, and backup 24 hours a day. Family and individual therapists, skills trainers,

a foster parent recruiter/trainer and a daily telephone data collector are also employed by the program and supervised by the Program Supervisor.

Special Characteristics of these Intensive Services

Involvement of the biological family or aftercare family is emphasized throughout treatment. Families are taught parenting skills that are practiced during home visits and are provided with 24-hour backup and consultation by the family therapist and Program Supervisor.

The Service Provider will:

1. Work with the primary therapist in coordinating treatment plans and service delivery.
2. Work with the family to schedule their CFT at a time that the assigned social worker/probation officer can attend, at least once a month (this applies to families participating in WRAP only).
3. Participate in a treatment planning process (individualized, family-centered, strength-based, and needs driven) and work in a teaming manner with DSS and other professionals involved in work with the family.
4. Secure services from a network of providers and complete appropriate service authorizations and agreements.
5. Provide intensive case management as appropriate.
6. Coordinate with County agency staff, the courts, community members, families and the schools.
7. Develop, monitor, and adhere to individual service plan budgets.
8. Provide crisis intervention and management on a 24-hour basis, 7 days per week.
9. Provide and participate in Intensive Care Coordination as appropriate and mandated in the State's Katie A. Core Practice Model.
10. Provide monthly cost and activity reports as requested by the County.
11. Provide the County with monthly progress reports on services being provided.
12. Provide the County a copy of Discharge reports within 14 days of discharge.
13. Provide the County with point-in-time census counts every last Tuesday of the month.

D. Other Expectations/Requirements

It is expected that children and families will be served with Specialty Mental Health services prior to being referred for WRAP services. When a child is enrolled in Wraparound, the responsibilities of the Mental Health Services coordination shall be transferred to CONTRACTOR within one (1) month of the child's first contact with Wraparound. Representatives from the Interagency Resource Placement Committee (IRPC) will provide referring parties with a clear description of this requirement when a referral is received. The primary therapist should maintain their role and be part of the treatment team and participate in treatment planning to ensure continuity of care. The DBH Liaison on the Child Welfare Mental Health (CWMH) Team will provide support to the

treatment team by meeting with the treatment team regularly and supporting the treatment team in their participation in Core Practice Model team meetings in compliance with Katie A. mandates. The CWMH team will act as a liaison, supporting the treatment team, child welfare staff and the family in regular teaming meetings and service coordination in line with Katie A. requirements. It will be the responsibility of the assigned social worker to arrange the teaming meetings, inviting treating clinicians, foster parents, family and community as appropriate, to participate at least once a quarter, in compliance with Katie A. requirements. This is in addition to the regular CFT meetings held by the wraparound providers on a weekly basis.

The CONTRACTOR will be responsible for the following:

1. Meet face-to-face with the child and family at least every six (6) months. This contact must include verification that Medi-Cal medical necessity criteria continues to be met.
2. Ensure the completion of the initial assessment. If multiple programs/agencies are providing services, the CONTRACTOR must ensure a single assessment and evaluation to support the need for all services delivered. The CWMH team can provide support in meeting this requirement.
3. Ensure that the child and family have been informed of his/her freedom of Choice.
4. Discuss with the child and family his/her needs and desires and document this information in the Client Care/Coordination Plan. Involve significant support persons at the request of the child and family receiving mental health services.
5. Develop the Client Care section of the Plan with the child and family (and other support persons/agencies when applicable).
6. Authorize the period of service for Mental Health Services (including Intensive Care Coordination and Intensive Home Based Services), Therapeutic Behavioral Services, Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization and Vocational Services.
7. Monitor the child's progress toward meeting the Personal Milestones outlined in the Client Care section of the Plan.
8. Approve the Client Care Coordination Plans:
 - a) The initial plan,
 - b) Six (6) month review and revision to the Client Care Coordination Plan (This plan will also be approved and revised as needed).
 - c) Review frequency is twelve (12) months for Mental Health Services, Targeted Case Management, medication, socialization, and vocational.
 - d) Six (6) months for Day Treatment, Day Rehabilitation, and Residential.
 - e) The Client Care Plan shall be updated as clinically appropriate, but at a minimum, shall be re-written and outcomes documented (prior to the expiration of the goals) accordingly.
 - f) Mental Health Services, Medication Support, Targeted Case Management, Socialization and Vocational services – Annually.

9. Document coordination in the Progress Notes.
10. Obtain the signature of a Licensed Practitioner, once coordinated with all treating agencies.
11. Care/Coordination Plan if the CONTRACTOR does not meet these qualifications.
12. Send a copy of the Client Care/Coordination Plan to each current provider of service.
13. Obtain Client Care section of the Plan from each current provider of service.

E. Staffing

The CONTRACTOR(S) shall ensure that the following staff and volunteer requirements are met:

1. **Criminal Clearances:** CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks are conducted and maintained for all of CONTRACTOR's staff and volunteers as well as all subcontractor's staff and volunteers, in accordance with all applicable local, State, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted. The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR's staff/volunteers pass or fail the background and/or criminal clearance investigation.
2. **Professional Licenses:** CONTRACTOR shall obtain and maintain copies of professional licenses for applicable staff.
3. **Entitlement to Work:** CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.
4. **Language Ability:** CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.
5. **Tuberculosis (TB) Screening Test:** CONTRACTOR shall ensure that all personnel performing services under this contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract, and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder. Any employee who is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.
6. **CONTRACTOR shall provide a description of the minimum staff qualifications/licensing for key personnel. Provide the job classification and responsibilities of each position including staff supervision responsibility. Describe the education and experience of the person supervising the program's financial management. Include any pertinent certification (e.g., CPA, CMA, CIA) as it pertains to budgetary, financial, and accounting principles relevant to nonprofit financial management. If the position is vacant, a sample job description must be submitted. If position is filled, include resume. CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this Statement of Work, including, but not limited to, the following:**

- a) Executive Director: CONTRACTOR shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.
- b) Program Manager(s): CONTRACTOR shall have one (1) or more program manager(s) who shall manage all daily operations and supervise all Wraparound staff, except for the Executive Director. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work, or Psychology; or a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work, or Psychology plus three (3) years' experience in an intensive mental health services program.
- c) Wraparound Supervisor(s): CONTRACTOR shall ensure all Wraparound Facilitator and Child and Family Specialist Supervisors have a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology, or at least three (3) years' experience in Wraparound or intensive community-based services.
- d) Clinical Supervisor: CONTRACTOR shall ensure that a Clinical Supervisor is available to supervise license-eligible clinicians in accordance with the Board of Behavioral Sciences requirements. Minimum qualifications: A Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology, and two years post-State licensure.
- e) Clinician (Rendering Provider): CONTRACTOR shall assign a Clinician to provide initial and ongoing assessment, individual and family therapy, clinical support and information to team members and families. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology. Clinicians must be State licensed or license eligible.
- f) CONTRACTOR's Clinicians must participate in CFT and ICC meetings. Participation may be via telephone. If the contracted Clinician is unable to participate via telephone, CONTRACTOR shall document incorporation of the Clinician's input in the CFT minutes.
 - i. Clinicians experience: 1) post graduate Interns registered or waived may provide clinician services; and 2) Clinician must meet the requirements in the California Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. subclass members.
 - ii. The treating clinician shall provide trauma responsive mental health services and trauma related, clinical guidance to the CFT when necessary.
- g) Data entry staff: CONTRACTOR shall provide staff qualified and trained to electronically input data by individual child, for the Wraparound annual report including:
 - i. Demographics, birth date, gender, and ethnicity
 - ii. Referring County department
 - iii. Current DSM diagnostic category as required for Medi-Cal claiming

- iv. Enrollment, graduation, disenrollment dates
- v. CAFASCANS or other functional assessment tool data required by the County
- vi. Expenditures for each life domain, all non Medi-Cal expenditures;
- vii. DBH expenditures for Medi-Cal

Outcome measures for child safety, permanence, and well-being/self-sufficiency

The CONTRACTOR will incorporate and use the data specification and reporting templates provided by the County prior to each annual reporting period.

- h) Facilitator(s): CONTRACTOR shall assign a Facilitator to every child enrolled in Wraparound at an average ratio of one (1) full time Wrap Facilitator for every ten (10) active Wraparound children 1:10. Facilitator's shall not serve as the assigned Therapist/Clinician for any child/youth and/or family for whom they are assigned to serve as the Facilitator. Facilitator's qualifications are a Bachelor of Art or Science Degree in Human Services, Social Work, or Psychology or three (3) years' experience working with high risk children/youth involved in child welfare, probation or mental health systems in Wraparound, or be a family member able to facilitate their family's Wrap team meetings.
- i) Child and Family Specialist(s) (CFS): works directly with the child(ren) and family in their respective environment to help them achieve permanency. Minimum qualifications: an Associate Arts in Human Services, Social Work or Psychology plus one year experience working with high risk youth; or a high school diploma (or GED) plus three (3) years' experience working with high risk youth.
- j) Parent Partner(s): CONTRACTOR shall verify Parent Partner qualifications as defined herein, and a Parent Partner must complete forty (40) hours of training and training experience. At the time of hire, Parent Partners must not have an open probation case, or have had an open CWS case for at least one year. CONTRACTOR shall assign a Parent Partner to every Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT. For a Wraparound child/youth in out-of-home placement, CONTRACTOR shall assign a Parent Partner to work with both the out-of-home caregiver *and* parent/current caregiver.

For Wraparound Model fidelity it is not recommended that the Parent Partner be supervised by the same Wraparound Team they serve on. The ideal Parent Partner has "lived experience" and certain strengths and skills that are highlighted below:

- i. Demonstrates creativity and resourcefulness in order to effectively navigate systems of care.
- ii. Has the ability to connect with families of various backgrounds and engage caregivers so they are open to teaming with Wraparound.
- iii. Shares the story of their own journey in order to connect, empower, and give hope to parents.

iv. Adheres to a non-judgmental, strength-based model and understands that no matter what circumstances the family is in or what they have done or not done, each caregiver and youth has strengths on which to build.

v. Is a hopeful, "glass half full" kind of person, tempered by the ability to be realistic and practical.

CONTRACTOR shall assign a Facilitator, a Parent Partner, and a Child and Family Specialist (CFS) to each Wraparound child/family. If a parent/caregiver declines assignment of a Parent Partner, or CFS the parent/caregiver shall write "Assignment of Parent Partner or CFS declined at this time on the signature page of the POC, and sign and date the POC on the Parent Partner or CFS signature line. CONTRACTOR shall document in the CFT minutes the reason(s) given by the child/family for declining Parent Partner services. CONTRACTOR shall periodically readdress/reassess the parent's/caregiver's need/desire for assignment of a Parent Partner, or CFS. If the parent/caregiver declines assignment of a Parent Partner, or CFS, that child/family shall not be counted as part of the Parent Partner maximum ratio.

F. Definitions

System of Care Leadership Collaborative – Will support and ensure the services within this contract are infused into the overall mental health service delivery system, so as to provide a seamless continuum of care for the family. The Collaborative will consist of a Department of Social Services (DSS) Social Work Supervisor, a DSS Social Worker Liaison, Juvenile Probation staff, a Child Welfare Mental Health team representative, Foster Care Eligibility staff, and a DSS Staff Analyst, who will be responsible for monitoring the Wraparound process to ensure compliance with agreed upon services, policies and procedures. There will also be representation from other Mental Health service providers and the community.

Adoption Assistance Program (AAP) - Provides financial assistance, including help with medical care, to families that adopt children who would otherwise remain in long-term foster care. (WIC Section 16121.) Funds are child specific and may not be used to provide services to other Wraparound children.

Best Practice Principles - Underlying principles inherent in the Wraparound "family centered model" include:

- Ensuring the provision of community-based services and supports.
- Making a commitment to the provision of least restrictive services.
- Ensuring family-centeredness by partnering with families.
- Embracing consumer driven services by ensuring access and voice for parents and children in the design, delivery, and evaluation of services.
- Building on family and child strengths in developing response.
- Ensuring comprehensive life-domain needs assessment and planning.
- Individualizing services and supports to the unique needs of each child and family.
- Ensuring culturally relevant/competent services by tailoring response to family culture, values, norms, strengths, and preferences.
- Building on the use of naturally occurring community and family supports and resources.
- Ensuring flexibility in location, time, planning, service response, and funding.

- Making a commitment to unconditional service planning and provision. The child and family are not dropped from the service when problems are encountered. The service plan is changed to meet the new situation.
- Ensuring service planning is child and family team-based, and inclusive of natural/informal support persons.
- Establishing community wide involvement in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
- Ensuring measurable accountability and outcomes driven individualized service plans.

Child & Family Teams - Responsible for identifying an inventory of family strengths, conducting a comprehensive needs assessment and developing an individualized plan.

Community-based - Children and families will receive formal and informal support and services in their own community to enable them to live, to learn and grow safely, competently and productively in their families, neighborhoods and natural environment.

Cost Effectiveness – Achieving the desired goal with the minimum of expenditure.

Cultural Relevance (Competency) - The acceptance and understanding of cultural mores and their possible influence on the client's issues and/or behavior and use this knowledge to develop individualized supports and services.

Family-centered - The needs of children are addressed in the context of their families. Parents or other persons who are the primary or natural care givers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able and to the extent permitted by any outstanding orders of the court.

Family Setting/Types - Any family setting where there is a relative or caregiver interested in strength based services and willing to work toward permanency. This could include parents, relative placements, guardianships, and foster homes.

Individualized Service Plan - Flexible, creative approach to treatment planning based on assessment of needs, resources and family strengths. Formal and informal supports and services will be used to meet the unique needs of each child and family.

Graduated shall be defined as successful completion of meeting the family's goals and needs as defined by the family and the CFT as documented in the POC. The Family and the responsible County representative must sign the Intent to Graduate form. The provider must continue to provide Wraparound until the Intent to Graduate is signed by the Interagency Screening Committee, unless the Family refuses services.

Informal Support (also known as Natural Supports) shall be defined as the family's network of interpersonal and community relationships. Informal supports are active unpaid team members/participants who will be available to the family during and after the close of Wraparound services.

Intensive Care Coordination (ICC) shall be defined as the responsibility of the Wraparound Facilitator of the CFT in facilitating assessment, care planning and coordination of services or the Child Welfare Mental Health Team Facilitator for coordination of all treatment providers, DSS Social Worker and may also include the client, family, caregiver or other support persons as

appropriate. The CFT Facilitator is the single point of accountability for ensuring that the team secures and coordinates all necessary services and supports.

Intensive Home-Based Mental Health Services (IHBS) shall be defined as individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning. IHBS may include non-traditional services, such as social assistance, and naturally occurring support systems. Interventions shall be aimed at helping the child build skills necessary for successful functioning in the home and community and improving the family's ability to help the child/youth successfully function in the home and community. Services are delivered according to an individualized treatment plan developed with the Child and Family Team.

Interagency Resource Placement Committee (IRPC) - This committee is comprised of members from Child Welfare Services (CWS), Mental Health (MH), Education and Probation. The committee meets twice per month to review and approve Wraparound enrollments, it is sometimes necessary for the Wraparound provider to be present for input.

Needs driven - Services are determined through the formal and/or informal assessment of family needs. Family expression of needs is a valuable component in this process.

Outcome-based - A system to measure the effectiveness and efficiency of the Wraparound services and supports being provided must be developed during the contractor's initial planning process and implemented on day one of the contract. Measurable change in the outcomes of the target population will be used as a mechanism for continuous quality improvement.

Permanency Teaming Meetings (also known as "Katie A. Child and Family Team" – a team comprised of the child/youth, significant support persons, therapeutic foster parent(s), mental health and child welfare staff and ancillary individuals as necessary and appropriate who are working with a Licensed Mental Health Professional (LMHP) to develop a case plan that addresses the beneficiary's needs and underlying needs to include clinical needs and maximize his or her strengths

Projected Units of Service – anticipated units of service to be provided to 150 consumers; these should be based on previous experience on provision of similar services to a similar type of population

Proposed billing rates – per minute cost for identified type of service

Protective Capacity shall be defined as a Family's strengths or resources that reduce or prevent threats of serious harm from arising or having an unsafe impact on a child.

Protective Factors Framework shall be defined as the foundation of the Strengthening Families Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Research studies support the commonsense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these protective factors are also "promotive" factors that build family strengths and a family environment that promotes optimal child and youth development.

Screening meetings - This meeting is set up for Child Welfare Services or Probation staff and a Provider staff to meet with families who are potential enrollees to explain the program and assess interest. Occurrences of this meeting happen on various days throughout the month from potentially 15 to 25 times each month.

Service Slot - A phrase used to designate utilization in the SB 163 project. The financial arrangements between counties and the state that allow for the reallocation of existing funds are based on the approved number of service slots allocated to the county. (Service slots are used rather than number of children, because the dollars made available through the service slots may serve more than one child each.)

Specialty Mental Health Services – Allowable billable mental health services beyond regular therapy which include but are not limited to assessment, collateral, individual or group therapy, crisis intervention and stabilization, medication support, and case management.

Strengths-based - The process of developing a service plan begins with an assessment of the strengths of all family members and other individuals involved with the family team. The plan emphasizes strengths rather than problems and deficits. It evaluates and utilizes family strengths in the individualized planning process. This is a departure from the professional driven service delivery system which focuses on family deficits and de-emphasizes strengths.

Support Systems: Informal/Natural - Familial and/or community based options, activities, or opportunities (i.e., Churches, Scouting Organizations, Parks & Recreation Departments). Formal/Professional - Traditional social service options determined by professionals (i.e.: Counseling, Psychological Evaluations, Parenting Classes and Anger Management Classes).

Systems meetings - Participating member of this meeting come from Child Welfare Services (CWS), Probation, and Provider staff (supervisors). This meeting is set to discuss and address case specific challenges and strategies.

Target Geographic Area - The County of Fresno.

Target Population - Children considered eligible for Wraparound would meet all of the following criteria:

- Child currently placed, or would be placed in a group home licensed at a RCL of 10-14.
- There is a family/relative, legal guardian or potential provider who is open to strength-based, family-centered planning.
- Children must be California Welfare and Institutions Code (WIC) 300, 601, 602, and/or Adoption Assistance Program (AAP) eligible.

Therapeutic Foster Care Provider Agency – an agency that certifies, employs/contracts with, directs, and provides training for TFC parents. The TFC Provider agency meets all Medi-Cal program requirements as a certified provider of Rehabilitative Mental Health Services including TFC services

Type of Service – includes outpatient specialty mental health services Medi-Cal billable service.

Underlying Needs shall be defined as the causes or conditions behind what drives behavior. Underlying needs are core human desires (need to feel accepted, safe, loved, etc.) and should not be confused with wants (better car, larger house, etc.) or demands (do better in school, stop using drugs, etc.) or services (therapy, anger management classes, etc.). Underlying needs are unique to every person and family and are critical for achieving short and long term success.

Wraparound Services Process - A family-centered, strengths-based, needs-driven planning process for creating individualized services and supports for children, youth, and their families. This process facilitates access to natural, professional, and community based options, activities

and opportunities. Allows children to return to or continue living in a family setting rather than in a RCL 10-14 group home.

Wraparound Community Team - Group comprised of stakeholders in the faith-based community, non-profit agencies, schools, families, and County agencies dealing with children in the Wraparound Target Population.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Vendors submitting proposals must:

1. Knowledge of Target Population

- a) Describe your knowledge of the target population and the unique characteristics and multiple complexities of children and families involved with Child Welfare. Response should demonstrate a thorough understanding of the unique characteristics and multiple complexities of children and families involved with CWS. Such an understanding must be comprehensive and include sufficient understanding of the impact of trauma on children and their parents, and the challenges multi-impacted families have in achieving the core child welfare goals of safety, permanence and well-being.

2. Principles and Philosophy of Care

- a) Describe clearly and thoroughly your principles and philosophy of care for provision of Wraparound services, Therapeutic Foster Care Services and Emergency Mental Health Supports.
- b) Describe how your organization will align with the child welfare practice model and Katie A. requirements for teaming and collaboration to promote integration and best meet the needs of children in families in Child Welfare through an integrated treatment plan and case plan. Collaboration should include strategies for working with other professionals involved with the family and Department of Social Services as a key partner.

3. Program Design

- a) Describe your program design for Wraparound, Therapeutic Foster Care and Emergency Mental Health supports and your proposal for service delivery for each intervention.
 - i. Include strategies for engagement of families, teaming with other mental health professionals that may be involved with the family, and addressing underlying needs of the family.
- b) Describe your family model of assessment, treatment planning and plan revision;
- c) Describe how family members identified in assessment as needing intervention will be served utilizing a team approach and integrated service plans.
- d) Describe proposed strategies, activities and interventions that increase well-being for children and parents, support permanency and increase the safety of children and parents. Description(s) should include the duration, frequency, intensity and variety (multi-modal) of techniques used to effect change in a meaningful way, and identify how use of such techniques will increase/improve the following:
 - i. Family functioning, quality of parent-child relationships, parental resilience to environmental stressors, and parent(s)' ability to meet the emotional needs of their children;

- ii. Co-occurring parent mental health issues which may include mental health and substance use disorder(s) and which likely impact overall parenting capacities and family functioning;
 - iii. Developmental, social and emotional functioning as well as behavioral challenges that impede growth and well-being and threaten placement stability in a developmentally appropriate manner, including use of early intervention services suitable for infants/toddlers;
 - iv. Knowledge, skill-building and behavior management techniques for foster parents, relatives and other substitute caregivers about the special needs of children and youth who have suffered from child abuse or neglect and whose parents have mental health or substance abuse issues, when placement stability is threatened; and
 - v. Treatment goals, service array and coordinated interventions to address the unique needs of each family member while keeping an intentional focus on the family unit as a whole.
- e) Describe how specific intervention strategies and/or modalities identified incorporate the nine core practice elements of child welfare models cited in the Child Welfare Practice Models (Katie A, CAPP and Wraparound) Section of this RFP. These include effective family engagement, cultural competence, comprehensive assessment, individualized service planning, evaluating and monitoring service plans, interagency collaboration, strengths-based solutions, community based services and outcome evaluation.

4. Practice Management

- a) Describe your approach to the following practice management areas that support efficacious treatment, including key strategies, and a plan to ensure adherence. These areas include:
- i. What is timely response to referrals, including a strategy for making 1st contact with children’s caregivers and children for assessment and services that is sensitive to their needs and cognizant of potential barriers?
 - ii. How will family members, natural supports and foster parents be included in assessing and determining the priority of service needs that will promote child well-being, increase permanence and ensure safety?
 - iii. How will foster parents and kinship caregivers be engaged and actively participate throughout the treatment efforts for children placed in their care?
 - iv. How will case management services be utilized to provide non-clinical supports and services in order to decrease overall parenting stress and increase family functioning?
 - v. How will crisis response and same-day appointments be provided to stabilize a crisis situation with immediacy and effectiveness?

vi. How will the referral and timely access to psychiatric evaluation and psychotropic medications, when needed, be used to augment treatment efforts for both children and parents and increase placement stability?

b) Describe what strategies and communication will be used to inform parents and caregivers of appointments and the actions which will be taken by staff when a "no show" or cancellation occurs?

5. Collaborative Teaming

a) Describe your strategy for ensuring effective interagency collaborative teaming and effective partnership with families and caregivers. Such a strategy must include all service providers involved with a family and should describe:

i. How the treatment agency will interface with existing department structures for communication, case staffing and care planning in service of court mandates and department goals.

ii. How the treatment agency will specifically meet the requirement that clinical staff attend and fully participate in child welfare based Team Based Decision Making (TDM) meetings whenever they occur as well as Permanency Team Meetings (PTM), Child and Family Team (CFT) meetings and Intensive Care Coordination (ICC) meetings whenever scheduled.

iii. What formal and informal procedures and processes will be utilized to ensure that information sharing and confidentiality between agency partners, treatment providers (including substance abuse), families and caregivers happens in a timely and efficient manner and that service plans are integrated and non-duplicative and is accomplished from a system of care perspective.

6. Cultural Competency

a) Identify the means by which cultural and linguistic competency requirements will be addressed, including:

i. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a Limited English Proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.

ii. Mandatory comprehensive cultural competency training shall be provided by the selected vendor(s) to staff, at minimum once per year. County may provide technical assistance as needed regarding mandatory training regarding the special needs of diverse populations and will be included in the cultural competence training(s).

iii. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients,

including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies and procedures, and monitoring its language assistance program. The vendor's procedures must include ensuring compliance of any sub-contracted providers with these requirements.

- iv. Vendor assurances that minors shall not be used as interpreters.
- v. The process and manner in which the vendor will conduct and submit to County an annual cultural and linguistic needs assessment to promote the provision and utilization of appropriate services for its diverse client population. The needs assessment report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to addressing cultural and linguistic barriers and reducing racial, ethnic, language, gender and age disparities.
- vi. Development of internal systems to meet the cultural and linguistic needs of the vendor's client population including the incorporation of cultural competency in the vendor's mission; establishing and maintaining a process to evaluate and determine the need for special—administrative, clinical, welcoming, billing, etc.—initiatives related to cultural competency.
- vii. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective of and responsive to the needs of the program and target population.
- viii. Establish a designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend the Fresno County Department of Behavioral Health Cultural Competency Committee monthly meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues.
- ix. Awareness of evidence-based best practices in cultural competency in mental health care and treatment to ensure that the vendor maintains current information and an external perspective in its policies. The vendor will evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
- x. As clinically appropriate and with engagement by the client/family, selected vendor shall utilize existing community supports to support cultural differences/needs. Community based/support referrals may include, but not be limited to peer, cultural, ethnic and gender support.
- xi. The vendor will report its efforts to evaluate culture and linguistic activities as part of the vendor's ongoing quality improvement efforts in the monthly activities report. Report information may include clients' complaints and grievances, results from client satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

- xii. Attending Fresno County's Cultural Competence Committee and any related committees pertinent to the cultural competency capacity development of the vendor for keeping abreast of industry standards

7. Staff Requirements

- a) Provide a description of the minimum staff qualifications/licensing for key personnel;
- b) Provide the job classification and responsibilities of each position including staff supervision responsibility;
- c) Identify clinical competencies of clinicians (i.e., proficiency in evidence-based therapeutic interventions and best practices);
- d) Describe the staff development program and how clinical proficiencies and best practices will be maintained and increased; and
- e) Describe the education and experience of the Program Director/Manager and other key staff as it pertains to program administration.
- f) Describe the education and experience of the person supervising the program's financial management. Include any pertinent certification (e.g., CPA, CMA, CIA) as it pertains to budgetary, financial, and accounting principles relevant to nonprofit financial management. If the position is vacant, a sample job description must be submitted. If position is filled, include resume.

8. Training

Effective treatment services require experienced clinicians who are knowledgeable about the unique complexities and needs of children and families involved in child welfare and proficient in the use of appropriate evidence-informed practices and principles. Please respond to the following:

- a) Describe a clear strategy for ongoing formal and informal training and coaching for service staff about the needs of the child welfare population. A robust training protocol will also include attention to other areas of concern such as trauma-informed treatment, cultural competence, the impact of secondary trauma on the health and well-being of providers and specific evidence-informed practices.
- b) Describe a detailed plan for reflective practice by service providers for the purpose of understanding the impact of their work on their own thoughts, feelings and values and to use this understanding to improve their practice with children and families.

9. Performance and Outcome Measures

- a) Describe your proposed goals, strategies and outcomes that include, but are not limited to, the following areas: client engagement; placement stability; improved child functioning; improved family functioning; client and family satisfaction; and collaboration.
- b) Include a Logic Model that identifies specific performance and outcome indicators that demonstrate how the provision of program services and activities support the

target population of children and families and improve upon measureable outcomes. The plan should include specific outcomes, indicators and data sources for each evaluation element. The plan will include performance indicators (did applicant do what they said they would do?) and outcome indicators (did the services make a difference?). Any instruments used in the evaluation must have reliability and validity to the population served and are to be fully described in this section. Performance and outcome indicators must have clear relevance to the overarching child welfare goals of child well-being, child safety and permanence

- c) Describe your organization's familiarity and experience with program outcomes reports as it relates to the California Department of Health Care Services, Mental Health Division's Performance Outcomes and Quality Indicator (POQI) surveys; proposed Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Performance Outcomes System, Child and Adolescent Needs and Strengths (CANS) tool or other validated clinical instruments.

Note: Goals are the key areas the service delivery system is intended to impact. Strategies describe the specific approaches for reaching each goal and objectives define the clear milestones for goal achievement and action. Data sources represent the specific measurement tools or data banks that are employed to measure change and goal attainment.

A Logic Model is a tool that presents the conceptual framework for the proposed service delivery system and explains the linkage between program elements and strategies and anticipated outcomes. There are many versions of the logic model, but in general, they summarize the logical connections among the needs that are the focus of the services and the outcomes they are designed to achieve.

10. Organizational Readiness

- a) Describe the organization's capabilities to provide the requested services.
- b) Describe the administrative structure for service delivery, including reporting levels and lines of authority within the agency. Include an organizational chart. Include job descriptions of key administrative staff. Include resumes of currently filled positions.
- c) Describe the recruitment process and strategies to hire bilingual, bicultural staffs that reflect the cultural diversity of the children and families to be served
- d) Describe proficiency/competency expectations for direct service staffs, training (offered within/outside of agency) and timelines
- e) Include a current Board of Director's roster.

11. Program Organization and Communication and Client Records

- a) Identify location of any office-based services;
- b) Provide details on the planned hours of operation and staff coverage during program operation and after hours that are convenient for families and designed to increase access and retention;
- c) Describe client and family engagement strategies; and

- d) Provide protocols for maintaining client treatment records, including a description of client record information, the staff responsible for maintenance and security of the client records, HIPAA compliance, and the client's and/or legal guardian's accessibility to the records.

12. Medi-Cal Billing

- a) Describe the organization experience, knowledge, and technical abilities as it relates to Medi-Cal billing, including the following:
 - i. Electronic billing will occur in the County's billing module (Avatar). The selected vendor must access Avatar through a secure website and admit the clients they will bill for. This will require a high speed Internet connection, security access to the site, Windows XP or higher operating system, and installing the required versions of Java, Internet Explorer and Crystal Report Viewer. After clients have been admitted, billable services will be entered directly into Avatar or by submitting an electronic file meeting County specifications. The selected vendor shall be responsible for equipment to support software;
 - ii. The selected vendor will be required to become Medi-Cal certified site within 60 days of the start of the contract for services to enable Medi-Cal billing. The selected vendor will work with the County's DBH to execute the process. Service location must be approved by the County's DBH; and
 - iii. Medi-Cal billing shall be in accordance with the County's Mental Health Plan.

13. Utilization Review and Quality Assurance

- a) Describe your agency's utilization review policies and procedures designed to insure quality in the clinical documentation of services provided.
- b) Describe chart audit or other procedures to insure that the documentation matches and supports the services billed.
- c) Describe process for ensuring signatures and co-signatures are present on paper and/or electronic health records and that signature requirements are completed in a timely manner.

14. Cultural Humility and Awareness

- a) Describe how the service delivery will incorporate a family's culture and be sensitive to unique cultural considerations.

COST PROPOSAL

The cost proposal shall provide a breakdown of all anticipated REVENUES and expenses.

The information provided in the templates / narratives by each responder will be utilized by the county to determine cost –effectiveness of each proposal.

The initial contract is anticipated to begin July 1, 2015 for an initial twelve (12) month period with two (2) additional 12-month extension periods. Extension periods will be evaluated based upon the performance of the contractor and the availability of funds.

The contract will be funded with Medi-Cal FFP Revenue, Early and Periodic Screening Diagnosis and Treatment (EPSDT) funds and DSS SB163 Trust Fund and are anticipated to be an aggregate of \$4.5 million dollars in the first twelve month period as well as over each subsequent 12 month period.

SB163 wraparound services are covered by both Medi-Cal billable services and non Medi-Cal billable services. Cost proposals must reflect an understanding of all services expected under SB163 wraparound services and an understanding of the importance of cost sustainability through Medi-Cal billing. Medi-Cal revenues have funded these services at an average of 72% to 75% and are expected to continue at these levels in future years.

	FY2013-14 Actuals for services rendered
Medi-Cal	\$3,258,531.53 (72%)
Non Medi-Cal	\$1,250,091.05 (28%)
Total	\$4,508,622.58

A. Budget

This Request for Proposal requires a cost proposal that includes a line item budget and budget narrative, including a projection of all anticipated revenues and expenses. A cost proposal must be submitted for each of the following contract Fiscal Years (FY): **July 1, 2015 to June 30, 2016; July 1, 2016 to June 30, 2017; and July 1, 2017 to June 30, 2018.** Prospective vendor(s) should use the attached sample Budget and Budget Narrative – Attachment D.

Selected vendor(s) shall be reimbursed based on actual costs not to exceed the contract maximum. Selected vendor(s) shall invoice the County based on actual costs. Items such as cost of staffing, supplies, mileage, etc. are examples of costs that selected vendor(s) would bill the County.

The County shall only reimburse selected vendor(s) on actual claim/cost amounts based on actual invoices submitted on a monthly basis. Payments by the County shall be in arrears for services provided during the preceding month, within 45 days after receipt and verification of selected vendor(s) invoices.

Vendor(s) shall include in their budget forms estimated revenues. Anticipated revenues generated by selected vendor(s) in the provision of mental health services as identified in this

RFP shall be clearly identified and narratives explaining the methodology used to calculate their revenue amounts shall be included using attached Budget Narrative - Attachment D.

As a point of reference, in FY 2013-14, the County of Fresno served 208 unduplicated children with mental health service units totaling just over 1.3 million. The mental health services are summarized into three categories; Case Management, Mental Health and Crisis Intervention. As part of your cost analysis, Vendor(s) need to include the costs, broken out by service category and specific service types in the budget.

	FY2013-14 Actual service units, for services rendered
Case Management	338,237
Mental Health	993,886
Crisis Intervention	105
Total	1,332,228

B. Medi-Cal Revenue, EPSDT-Realignment 2011 and DSS SB163 Trust Funds

Section 1903(a) of the Social Security Act provides, in part, that the Federal Government shall pay to the State a percentage “of the total amount expended” for providing medical assistance (which includes specialty mental health services). This percentage is referred to as the Federal Medical Assistance Percentage (FMAP).

The State Department of Health Care Services (DHCS) may use public funds expended by the County for purposes of claiming Federal Financial Participation (FFP) funds for the cost of Medicaid services and activities. For California children and youth with Medi-Cal coverage (known as “Classic” Medi-Cal), there is a 50 percent FMAP rate (e.g., if the expenditure amount certified is \$100, then the claim would be for \$50 in FFP (.50 x 100)). EPSDT through Realignment 2011 would fund approximately 40% and DSS SB163 Trust funds would finance the remaining 10% based upon the direct services rendered.

The State DHCS claims federal reimbursement (FFP) for Medi-Cal specialty mental health services based on public expenditures certified by the County. When the County submits an interim claim for FFP reimbursement to the State for a service provided by a contract provider, the County is expected to know its interim cost. After a selected vendor(s) renders a specialty mental health service to a Medi-Cal beneficiary, it will invoice the County for payment. The County will pay the selected vendor(s) before submitting a claim to DHCS for federal reimbursement.

The interim cost to the County is equal to the amount it paid the selected vendor(s) for the service rendered. This cost to the County is the amount the County may certify as its public expenditures. DHCS expects the claim for reimbursement to equal the amount the County paid the provider for the service rendered less any funding sources not eligible for federal reimbursement.

The vendor shall set rates that reflect the actual costs of providing the services. This rate will become the negotiated rate (the max cap rate for services). The periodic invoicing for services rendered to the County shall not exceed the max cap rate for services. The vendor will submit an invoice which includes two metric monitors indicating the interim rate cost per unit year-to-

date and negotiated rate and data entry of claiming data to maximize the Federal Financial Participation (FFP) reimbursement for MediCal/Medicare eligibles served. When the claim for reimbursement is a services provided by a contracted Vendor, it is expected they know their interim costs less any funding from other third party resources.

The County of Fresno will submit claims for Federal/State reimbursement of services provided by a selected vendor(s) that are equal to the lowest of 1) the amount the County paid the provider, 2) an estimate of the provider's reasonable and allowable cost to provide the service, or 3) the provider's usual and customary charge for the service. Total revenues collected related to the selected vendor cannot exceed the total costs paid to the Vendor. In no event shall the amount of reimbursement revenues exceed the total invoices paid that reflected the costs of delivering services.

The County of Fresno may exercise a periodic review, such as a quarterly or year-end audit, to ensure Federal/State funds reimbursed are not in excess of the vendor's Published Rate/Negotiated Rate. The difference shall be reimbursed to the County using a method at the election of the County. The County will submit claims for reimbursement of services provided by a selected vendor(s) that are equal to the lowest of: 1) the amount the County paid the provider, 2) an estimate of the provider's reasonable and allowable cost to provide the service, or 3) the provider's usual and customary charge for the service.

If a Medi-Cal client has dual coverage, such as Other Health Coverage (OHC) or Medicare, the selected vendor(s) will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response within 90 days after the claim was mailed before the service can be entered into Avatar. A copy of explanation of benefits or CWM 1500 is required as documentation

C. Interim Settlement

Selected vendor(s) with a legal entity number established by DHCS is required to submit a complete and accurate State DHCS Short/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th and will be subject to cost settlement with the County. Such cost report must be prepared in accordance with General Accepted Accounting Principles (GAAP) and Welfare and Institutions Code §§5651(a)(4), 5664(a), 5705(b)(3) and 5718(c). Section 1903(a) of the Social Security Act provides, in part, that the Federal Government shall pay to the State a percentage "of the total amount expended" for providing medical assistance (which includes specialty mental health services). This percentage is referred to as the Federal Medical Assistance Percentage (FMAP). The amount of federal reimbursement due to a selected vendor(s) as determined in its cost report will continue to be compared to all interim payments made to the selected vendor(s). If the interim payments are less than the amount of federal reimbursement determined in the cost report, the selected vendor(s) will receive a payment for the amount due. If the interim payments made to the contracted provider are greater than the federal reimbursement determined in the cost report, the County will require the selected vendor(s) to repay the overpayment.

If the amount of federal reimbursement generated does not meet threshold stipulation, the provider's maximum reimbursement will be reduced by the difference. For example, if \$100,000 of FFP reimbursement was the threshold and the provider generated \$80,000 in FFP, provider's final reimbursement would be reduced by \$20,000.

D. Final Settlement

Within three (3) years after the selected vendor(s) submits the reconciled cost report, the County will settle all payments in accordance with the findings of the County's review of the contracted provider's finalized, audited spending year cost report. If at the final settlement, the County determines that the contracted provider has been underpaid, the contracted provider will receive a payment for the amount due. If at the end of the final settlement, the County determines that it overpaid the contracted provider, it will require the contracted provider to repay the overpayment. Funds owed to the County will be due within a set time frame, or future payments made by County will be withheld until all excess funds have been recouped. A final payment may be required from the selected vendor(s) after the final reconciliation usually occurs on or before November 15th of the following year.

E. Monthly Billing

It is anticipated electronic billing will occur through use of a Cisco VPN connection directly into the County's billing module (Avatar). The selected vendor(s) must grant security access to required software, to include but not limited to Cisco VPN and Avatar's client. At a minimum the selected vendor's computers must run Windows XP or higher operating system and be connected to a high-speed internet connection. The selected vendor(s) shall be responsible for equipment to support software.

Data entry shall be the responsibility of the selected vendor(s). The County shall monitor the number and amount of services entered into Avatar. Any and all audit exceptions resulting from the provision and billing of Medi-Cal services by the selected vendor(s) shall be the sole responsibility of the selected vendor(s).

The selected vendor(s) will be required to either have Medi-Cal certification or become Medi-Cal certified within 60 days of the start of the contract for services to generate Medi-Cal reimbursement. The selected vendor(s) shall work with the County's DBH to execute the process if not currently certified. The service location must be approved by the County's DBH.

Medi-Cal billing shall be in accordance with the County's Mental Health Plan. The selected vendor(s) must comply with the County's Contractor Code of Conduct and Ethics (Attachment C) and the County's Compliance Program. A copy of the County's Compliance Program is located at the following website:

http://www.co.fresno.ca.us/uploadedFiles/Departments/Mental_Health_Compliance/ComplianceProgram.pdf.

Medi-Cal can be billed for direct specialty mental health services of unlicensed staff as long as the provider is approved as an organizational provider by the County's Mental Health Plan, is supervised by licensed staff, works within his/her scope and only bills Medi-Cal for allowable specialty mental health services.

F. Monthly Invoicing

Monthly invoices shall show a detailed line item breakout showing selected vendors' costs. This line item breakout will allow the County to analyze if the program is on track according to the contract requirements.

Selected vendor(s) shall be fully reimbursed for expenditures incurred by selected vendor(s) in arrears each month following approval of each monthly invoice. Any revenue (i.e., Medi-Cal,

Medicare, etc.) generated by selected vendor(s) will be used to offset the funding used to make payments to the selected vendor(s).

All fixed assets such as vehicles; equipment etc. purchased with County funds for the purpose of effecting the services provide through this contract will remain County property at the end of the agreement term. However, the County and successful vendor(s) can discuss the utility of the fixed assets as the agreement term expires.

G. Administrative Cost/Employee Benefits:

The selected vendor(s) must limit both local and corporate administrative costs to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under the proposed County agreement. Failure to conform or address this provision may be grounds for contract termination at the option of the County of Fresno. **(Note any exceptions and provide detailed justification and explanation).**

H. Computers

In order to use the DBH's information system (Avatar), the successful bidder will supply their own personal computers, Internet access, printers, signature pads and other network devices. The PC must have 2 gigahertz or 64 bit (Processor), Windows 7 or Windows 8 (Operating System), 2 GB or greater (RAM), 1 GB or greater (Hard Disk Space) and Java 6.23. In addition, the successful bidder will: 1) install their own high speed Internet connection (DSL/T1/etc.); 2) install their own switches/routers and cabling to connect each office to the network devices so the successful bidder keeps their PCs on their own network isolated from the County's network, and 4) provide their own information (IT) support for maintenance.

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. 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.
- III. TABLE OF CONTENTS
- IV. 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.
- V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. 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.

X. 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 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.

XI. 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.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal. Bidders must utilize Attachment D as part of the cost proposal section.

XIII. ATTACHMENT C

XIV. CHECK LIST

AWARD CRITERIA

1. Does the bidder provide company information that demonstrates their experience and capacity to provide the requested services?
2. Does the bidder provide a comprehensive response, consistent with the intent of the RFP, to all areas listed in the Scope of Work Proposal Requirement section?
3. Does the bidder provide all information requested in the Cost Proposal, and is the proposed budget in the County's best interest?
4. Does the bidder reflect in their cost proposals an understanding of all services expected under SB163 wraparound services and the understanding of the importance of cost sustainability through Medi-Cal billing?
5. 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 this service?

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 six (6) copies of the RFP have been provided.
4. The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. The completed *Criminal History Disclosure Form* as provided with this RFP.
6. The completed *Participation Form* as provided with this RFP.
7. The completed *Reference List* as provided with this RFP.
8. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. 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>952-5322</u>
Closing Date:	<u>February 11, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Senate Bill 163 Wraparound and Therapeutic Foster Care Services</u>

Return Checklist with your RFP response.

REFERENCE DOCUMENTS

The reference documents are available at the following sites:

1. Department of Social Services Mission/Vision Statement:
<http://www.co.fresno.ca.us/DepartmentPage.aspx?id=23095>
2. State Plan Amendment (SPA), SPA14-011, to include TFC services as a rehabilitative Mental Health Service http://www.dhcs.ca.gov/formsandpubs/laws/Documents/14-011_TFC_RehabMenHlth.pdf
3. Senate Bill 163 (Chapter 795, Statutes of 1977) Established the Children's Wraparound Pilot Project http://www.leginfo.ca.gov/pub/01-02/bill/sen/sb_0151-0200/sb_163_bill_20010910_chaptered.pdf
4. Welfare and Institutions Code (WIC): <http://www.leginfo.ca.gov/calaw.html>
 - a. 5600, 5600.3 (a), Bronzan-McCorquodale Act. Organizes and finances community mental health services.
 - b. Welfare and Institutions Code (WIC) 300, 601, 602
 - c. Welfare and Institutions Code (WIC) 16121, Adoptions and Assistance Program
5. A Manual For The Exchange of Information In A California Integrated Children's Services Program by James Preis, JD. <http://www.cimh.org/>
6. Interagency Responsibilities for Providing Services to Special Education Students by Charles Anders <http://www.cimh.org/>
7. California Code of Regulations, Licensing of Community Care Facilities, Title 22, Division 6, Chapters 1 and 5 <http://ccr.oal.ca.gov/>
8. List of Rate Classification Levels <http://www.hwcws.cahwnet.gov>
9. California Partners for Permanency (CAPP)<http://cfpic.org/capp/>
10. Standards for Privacy of Individually Identifiable Health Information (45 CFR parts 160 and 164) http://www.benefitslink.com/federalregister/hipaa_standards_office.pdf
11. Pathways to Mental Health Services-Core Practice Model Guide,
<http://www.dhcs.ca.gov/Documents/KACorePracticeModelGuideFINAL3-1-13.pdf>
12. Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members,
<http://www.dhcs.ca.gov/Documents/KatieAMedi-CalManual3-1-13FinalWPREFACE.pdf>

ATTACHMENT A

OUTCOME MEASURES

Desired Outcome	Benchmarks	Measures	Data Sources
Cost Effectiveness	-Cost Neutrality -70% productivity for Medi-cal billing	-No additional funding requested/required	- Monthly activity reports -Avatar
Improved Family Functioning	-Measurable improvement in individual and family functioning status -Improved relationship between siblings and parent/care giver	-Improved scores on clinical assessment tools Stability of placement -Observation	-CAFAS - Child & Adolescent Functional Assessment Scale, upon entry and at graduation, disenrollment or suspension of services. -Child and Adolescent Needs and Strengths (CANS), every six months. -CWS/CMS -Monthly progress reports
Improved Parent Functioning	-Increase in parent's ability to provide daily care of child -Increase ability to maintain safe environment -Increase in development of natural support system	-Observation -Community linkages; collaboration with public agencies and community members in implementation of POC -Parent/Care giver is able to transition to using their natural support system for ongoing support	-CWS-CMS -Plan of Care -Monthly progress reports
Improved Child Functioning	-Improved academic performance/attendance -Improved behavior in the home and school setting	-Improved grades -No suspensions or disciplinary actions -Increase in ability to manage feelings -Maintaining healthy relationships at home and/or school	-Attendance records -Report cards -School reports -Monthly progress reports -Plan of Care
Placement stability	-Reduction in group home placements -Reduction in placement changes -Increase in parent/care giver's ability to manage child's behaviors -Child remains stable 6 months after graduating program	-Placement history of child/youth -Service needs become less intense -Parent/care giver require less crisis intervention	-CWS/CMS -Monthly progress reports -Plan of Care
Parent/ Caregiver Satisfaction	-High level of satisfaction with the availability and delivery of services provided through the Wraparound Process -Satisfaction with goal attainment	-Family had access to team when needed -Family can run their own CFT meeting before case closure -Family is accessing and receiving community based services identified in POC	-Client questionnaires -Monthly progress reports -CWS/CMS -Plan of Care

ATTACHMENT B



SB 163 and Title IV-E Waiver Wraparound Standards

April 1999

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INTRODUCTION

This document describes the Wraparound standards that counties and Wraparound agencies must meet in order to participate in the Senate Bill 163 (Chapter 795/1997) pilot. These standards must also be met if the county proposes to implement Wraparound as a specific model under the Intensive Services Component of the Title IV-E Child Welfare Waiver Demonstration Project.

SB 163 allows all counties in California to participate in a five-year pilot, upon approval by the California Department of Social Services. The purpose of the pilot is to provide eligible children with family-based service alternatives to group home care, targeting Wraparound as the service alternative. Wraparound is a family-centered, strengths-based, needs-driven planning process for creating individualized services and supports for children, youth, and their families that facilitate access to normalized and inclusive community options, activities and opportunities. The legislation permits flexible use of state foster care funds and Adoption Assistance Program funds to pay for service allocation slots that provide individualized, intensive Wraparound services packages necessary to keep these children in or return them to family settings. The legislation targets children who are currently residing in, or at risk of being placed in, a group home licensed at a rate classification level of 12 to 14.

Since there is a relatively wide range of understanding and readiness for implementation of the approach across the state, this document has been prepared to identify the core Wraparound Standards for operationalizing the values of the Wraparound approach. These include:

Wraparound Values

Family-Centered	Strengths-Based	Consumer-Driven
Needs-Driven	Individualized	Culturally Relevant
Unconditional	Community-Based	Team-Based
Accountable	Accessible	Outcome-Based
Cost-Effective	Flexible	Promoting Self-sufficiency
Comprehensive	Collaborative	

These values can also be found in the following essential elements list articulated, in May, 1998, by a group of fifteen leaders and critical thinkers (representing the perspectives of families, system and program developers, trainers, administration, program staff, and researchers) in Wraparound.

Ten Essential Elements of Wraparound (Adapted from Burns and Goldman, 1998)

1. Families have a high level of decision-making power at every level of the Wraparound process.
2. Team members are persevering in their commitment to the child and family.
3. Wraparound efforts are based in the community and encourage the family's use of their natural supports and resources.
4. The Wraparound approach is a team-driven process involving the family, child, natural supports, agencies, and community services working together to develop, implement, and evaluate the individualized service plan.
5. Services and supports are individualized, built on strengths, and meet the needs of children and families across the life domains to promote success, safety, and permanency in home, school, and the community.
6. The process is culturally competent, building on the unique values, preferences, and strengths of children, families, and their communities.
7. The plan is developed and implemented based on an interagency, community/neighborhood collaborative process.
8. Wraparound plans include a balance of formal services and informal community and family resources, with eventually greater reliance on informal services
9. Wraparound teams have adequate and flexible funding.
10. Outcomes are determined and measured for the system, for the program, and for the individual child and family.

Together, the values and essential elements list were used to form the basis of the standards contained in this document. To establish content validity for the standards, a group of 47 leaders, implementers, and critical thinkers (representing families, state and county policy makers, administrators, trainers, researchers, practitioners, and program developers) served as a review panel on content, wording, and scope (see Appendix B for a list of review panel participants).

The standards contained in this document are organized into the following six domains:

1. PRO Program/Practice
2. TRA Education, Training, and Staff Development
3. HUM Human Resources
4. FIS Fiscal
5. EVA Evaluation and Outcomes
6. ADM Administration

The goal of this document is to ensure quality and to support increased uniformity in practices related to the development, implementation, and support of Wraparound while continuing to encourage innovation in our work with children and families. It is a living document that will change over time to reflect our best thinking and expanded knowledge of best practices.

Program/Practice

OVERVIEW

The Program/Practice section contains standards that relate to direct contact with children and families and the program infrastructure that supports the provision of strengths-based, family-centered, needs-driven individualized services. The overall emphasis is on standards that promote and sustain a service delivery process resulting in a service and support plan focusing on protecting at-risk children, assisting and supporting families in caring for their children, ensuring safety, and promoting stability. Service provision is organized to reflect a consistent process that accurately matches services and supports with needs, in a manner that promotes a high level of family decision-making and parent/family partnership in care. Direct service provision is divided into four sub-domains: 1) Engagement, 2) Planning, 3) Implementation, and 4) Transition. Program standards are contained within one sub-domain entitled Structures.

PRO Program/Practice

PRO.1 Engagement

- PRO.1.1 Families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports.
- PRO.1.2 Providers assess with the family immediate safety, stabilization and crisis support needs.
- PRO.1.3 Providers have a written plan for ensuring effective partnerships with families.
- PRO.1.4 Providers have an articulated engagement process that promotes and supports the use of a non-judgmental, non-blaming, family-centered approach in dealing with families (e.g., views of families as capable, use of non-pathologizing language, documentation that is open to family review, acknowledgment that all families have strengths).

- PRO.1.5 Providers have mechanisms for assessing immediate safety stabilization and crisis support needs from the family's perspective.
- PRO.1.6 Providers recognize that each family and each child has unique individual, family, and community strengths, and perform a strengths assessment early in the engagement process.
- PRO.1.7 The strengths assessment process is clearly defined, communicated to staff, and utilized in analyzing risk assessment information and formulating an effective child, family, and community safety plan.
- PRO.1.8 A family team comprised of people involved with the child and family, or people who should or could be, is configured to develop and actively participate in the provision, monitoring, and evaluation of the individualized family plan.
- PRO.1.9 The family team is comprised of both formal (e.g., public and private service providers) and informal (e.g., family, friends, community supports) members as identified by the family and the child and family team.
- PRO.2 Planning
- PRO.2.1 There is a written description of the service planning process that articulates the principles of child and family teaming, defines how families and individuals are included in the decision-making process (provided access, voice, and ownership), and ensures that service planning and implementation decisions are based on family preference, choices, values, strengths, and culture.
- PRO.2.2 Plans are based on the critical needs of the child and the family as identified by the family and the child and family team.
- PRO.2.3 Strategies to meet needs build on family and community strengths, utilizing community resources unique to each family. Family strengths, social networks, and informal supports already available serve as the foundation upon

which new services and supports are designed and delivered.

- PRO.2.4 Decisions as to which services or supports will be used and/or created are based on family preferences, choices, values, and culture, not on administrative expedience or what is already available.
- PRO.2.5 Individualized family plans are comprehensive and cover the priority life domains of the child and family. Child need is always addressed within the context of their families.
- PRO.2.6 Individualized plans document child and family strengths, needs, services, resources and strategies to meet child and family needs in their community.
- PRO.2.7 In designing strategies, consideration should be given to maximizing skill competencies of family members to create greater self-sufficiency for parents and children.
- PRO.2.8 Services and plans are sensitive and responsive to racial, ethnic, linguistic, and cultural differences of each family.
- PRO.2.9 The child and family team develop both a proactive and a reactive crisis plan that describes who does what and when, and creates a stabilization plan that will enable a child and family to move from crisis to safety.
- PRO.2.10 The planning documentation includes: 1) vision, strengths, critical needs, strategies, and resources needed for implementation; and 2) meaningful and measurable goal statements and an outcome indicator monitoring method for tracking and evaluating progress.
- PRO.3 Implementation
- PRO.3.1 Families have access to a flexible individualized array of supports, services and material items that provide “whatever it takes” to maintain their families.

- PRO.3.2 Family supports are affordable, well-coordinated, accessible, and available to all families who need them, when and how they need them.
- PRO.3.3 Family supports and services are tailored to meet individual family needs.
- PRO.3.4 Services and supports are delivered in the communities within which the children and families live, work and play.
- PRO.3.5 Providers access and maximize the use of informal family and community resources to meet family and child needs.
- PRO.3.6 Family plans are regularly updated and modified to take into account new changes in the child and family, as well as the results of the supports and services provided.
- PRO.3.7 Children and families maintain the developing relationship with the child and family team that is providing support and assistance even when difficulties and challenges disrupt the plan.
- PRO.3.8 The team tracks the outcomes of plan implementation and adjusts as necessary.
- PRO.4 Transition
- PRO.4.1 The organization's plan for care assessment articulates the scope and process of transition planning for each child and family. This includes the needs and strategies to support movement to the community, independence, the shift from formal to informal services and supports, and the transition (where appropriate) to the adult service system.
- PRO.4.2 Family plans set benchmarks for transitioning each child to less restrictive, less intrusive, and less formal services, taking into consideration the ability of families to move through the process at their own pace.
- PRO.4.3 Family plans document the shift of activity from formal supports to informal supports for greater self-sufficiency.

- PRO.4.4 Older youth likely to need services as adults have adult services and support representatives on the child and family team.
- PRO.5 Structures
- PRO.5.1 The organization defines how family members are included in the design, development, and decision-making about program development for new and existing service efforts.
- PRO.5.2 The organization has a written child and family advocacy and support program that is integrated with service planning, program development, service implementation, and quality improvement efforts.
- PRO.5.3 The organization has mechanisms for promoting parent-to-parent support.
- PRO.5.4 The organization systematically involves key stakeholders in coordinating, monitoring, supporting, and implementing Wraparound within the system of care.
- PRO.5.5 Families and their children are not rejected or ejected from service because of the severity or nature of their needs. There is a commitment to persevere with families in changing the plan to assist them to self-sufficiency.
- PRO.5.6 Programs have mechanisms for supporting the child and family team as the primary decision-making forum regarding strengths, needs, and service provision.
- PRO.5.7 Programs are designed to ensure flexible service delivery that is tailored to family needs (e.g., time and location of service), and builds on family, system and community resources, including schools.

Education, Training, and Staff Development

OVERVIEW

To ensure active family participation and the effective implementation of the Wraparound approach, families in care, direct service, supervisory and administrative staff must have the education, training, and support they need to design, implement, operate and improve Wraparound practices, structures and operations.

This includes staff development efforts intended to assist staff in:

- 1) acquiring the skills needed to effectively implement family-centered care practices,
- 2) promoting strong and sustainable parent/family-professional partnerships,
- 3) assembling and participating on collaborative teams for planning and implementing services and supports, and
- 4) developing capacities for ensuring that families are positively and actively engaged in every aspect of planning, implementation, and evaluation of services and supports.

Recognition is also placed on the development and support of parent/family education and training which promotes parents/families being effective participants, leaders, and informed decision-makers in:

- 1) planning,
- 2) designing creative service and support strategies, and
- 3) participating in decision-making at the practice, program and system levels of operations.

To ensure comprehensive support within the system of care, efforts are promoted that include community and cross-systems education and training so that:

- 1) team members from other systems have a context for Wraparound participation,
- 2) staff alignment on service principles and practices is promoted, and
- 3) administrative staff (i.e., administrators, managers, and supervisors) create opportunities for cross-systems problem-solving, information sharing, and shared decision-making that is inclusive of families and communities.

TRA Education, Training, and Staff Development

- TRA.1.1 The organization has a training and staff development plan that includes the topics in Appendix A.
- TRA .2 Programs have methods for providing team members with timely coaching or special consultation to promote skill enhancement and the generalization of skill acquisition.
- TRA.3 Training emphasizes the values and principles of Wraparound and the implications of the values for practice, programs and systems.
- TRA.4 Staff are mentored and coached on an ongoing basis by experienced Wraparound managers to ensure high quality implementation of the values and processes.
- TRA.5 The organization's operational plan includes a parent education program focusing on, but not limited to:
 - understanding the child's special needs,
 - becoming informed advocates for their children, ·
 - negotiating the system of care,
 - participating on cross-disciplinary teams,
 - assuming leadership positions in service design and delivery, and ·
 - understanding the child's educational rights.
- TRA.6 Families are offered training and given information that will support them in their roles as active, informed decision-makers for and with their children and adolescents.
- TRA.7 There is evidence of a process for facilitating the involvement of consumers of service (children, youth, and family members) and other key stakeholders (social services, mental health, probation, education, etc.) in the assessment and selection of training objectives and in the delivery of training.
- TRA.8 Training in Wraparound values and implementation is made available to all staff across all public systems.
- TRA.9 The organization utilizes consumers of service (children, youth, and family members) to design and deliver education, training and staff development to enhance the effectiveness of parent/family-professional partnership, family-centered services, cultural sensitivity, and family advocacy and support efforts.

- TRA.10 The organization creates opportunities for services consumers (children, youth, and family members) to participate in crossdisciplinary training.
- TRA.11 The organization has clear priorities for the implementation of coordinated and collaborative training opportunities with the broader system of care partners to ensure alignment on service direction, implementation, and training content.

Human Resources

OVERVIEW

This section emphasizes organizational practices that support staff in adopting new roles with families and with each other across agencies and systems. This includes methods and practices that assist staff with such elements as:

- 1) shifting from a professionally-centered service model to a family-centered service model,
- 2) shifting from the professional as expert to the family as expert,
- 3) shifting to a model of professional as facilitator,
- 4) shifting from prescribers of treatment to facilitators of family decision-making, and
- 5) shifting from service strategies that attempt to fit families into available options to service strategies that blend informal and formal service and support options to create care plans individualized to client and family specific needs.

To achieve this, agencies and organizations should have in place mechanisms to ensure that staff recruitment, development and supervision is aligned with the vision and principles of the Wraparound approach. The human resource function of the organization plays a central role in supporting the Wraparound approach by assisting staff to align program support mechanisms to promote

- 1) staff flexibility (e.g., staff roles, time and location of service delivery, availability of staff, etc.),
- 2) management and supervisory structures and methods that model the Wraparound approach on a daily basis (e.g., access and voice in program planning, promotion of a high level of staff decision-making, operating from a strengths and needs-based perspective rather than deficit-based staff development model, etc.), and 3) the establishment of performance appraisal processes for direct service staff, supervisors, managers, and administrators that are aligned with and reward achievement of the Wraparound care approach.

HUM Human Resources

- HUM.1 Special efforts are directed at recruiting, preparing, employing, and retaining providers who reflect the diversity and language competency of the children, families and communities served.

- HUM.2 Organizations have methods for encouraging and promoting staff creativity in service planning, flexibility in service provision, the blending of informal and formal community resources in service delivery, and the development of innovative individualized service and support strategies.
- HUM.3 The organization's parent advocacy and support program is delivered/administered by a consumer-run advocacy and support agency/organization or staffed from within by a consumer employee.
- HUM.4 Job descriptions for direct service, supervisory, management, administrative, and support staff include job-specific performance responsibilities/expectations for:
- promoting family-centered practice strategies, · flexibility in service delivery,
 - parent/family- professional partnership, · family decision-making,
 - collaborative cross-system teaming,
 - community-based service delivery, and
 - inclusion of family and community resources.
- HUM.5 Staffing plans address the functions of:
- facilitation,
 - family support,
 - parent advocacy,
 - mentoring and coaching,
 - community resource development, · service evaluation, and
 - cross-system collaboration and teaming.
- HUM.6 The organization has a performance appraisal process that fosters:
- the development of helpgiver behaviors that are perceived as family-centered,
 - the incorporation of informal supports, natural family helpers, and other community resources,
 - the achievements of parent/family-professional partnerships, and
 - the staff's responsiveness to family identified needs.
- HUM.7 The performance appraisal process is, in part, based on results for families, feedback from consumers (children, youth, and families), and cross-system evaluation input on collaboration, facilitation, and teaming.

Fiscal

OVERVIEW

This section discusses the fiscal practices, procedures and structures necessary to ensure that the development and implementation of service and support plans are aligned with the vision and values of the Wraparound approach, and to maintain accountability, fairness and efficiency in the use of scarce fiscal resources.

The critical fiscal capacities for implementing Wraparound include skills and activities to ensure that flexible funds are used creatively and effectively in the development of plans for family support and services. This includes:

- 1) mechanisms for ensuring that staff have timely access to flexible funds (e.g., within 2 hours for amounts under \$500.00 and within 24 to 48 hours for amounts \$500.00 or greater),
- 2) procedures for documenting and accounting for the use of flexible dollars, as well as billable and non-billable services and supports,
- 3) support for child and family team decision-making on resource allocation, and
- 4) mechanisms for access to flexible dollars that promote the utilization of community resources and the inclusion of informal supports to meet needs.

FIS Fiscal

- | | |
|-------|---|
| FIS.1 | The service systems blend and/or pool state, federal and county funds at the programmatic level to maximize resources on an individual family basis. |
| FIS.2 | Procedures are in place for child and family teams to access flexible dollars. |
| FIS.3 | The organization has fiscal procedures for managing and accounting for the use of flexible funds. |
| FIS.4 | The organization has procedures that track informal and formal services delivered, linking them to life domains and outcomes of service. |
| FIS.5 | The organization has mechanisms for communicating regularly with the county board and public service partners about the use, key community trends, and fiscal impacts of Wraparound flexible funds. |

- FIS.6 Policies are in place to ensure that any cost savings realized from utilizing Wraparound are reinvested to further expand or enhance services and resources for children and families.

- FIS.7 The organization has contracting mechanisms for ensuring that providers of contracted or subcontracted services adhere to the Wraparound standards.

Evaluation and Outcomes

OVERVIEW

Evaluative functions are used to set measurable targets for the project's operation and to use those targets to test the effectiveness and efficiency of the services and supports being developed. In addition, evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model.

This section focuses on collecting, managing, and using information to improve individual and organizational performance. The evaluation and outcomes framework for these standards emphasizes best Wraparound service strategies, functional outcomes, child, family, and system satisfaction indicators, and cost. Inherent in these standards is a belief that active involvement of families, community members, public agency staff, and direct service staff in the complete quality improvement cycle is critical to accountability and quality service implementation and redesign.

EVA Evaluation and Outcomes

- EVA.1 There are processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels.
- EVA.2 The organization has an evaluation plan that supports the ongoing collection of data on:
- process indicators of quality Wraparound implementation (e.g., family-centeredness, strengths assessment, individualized planning, child and family teaming, family decision-making, utilization of informal community resources),
 - functional outcomes for children and families (e.g., family functioning, school performance, emotional/behavioral adjustment),
 - satisfaction with involvement, collaboration, and service delivery from children, families, and system partners, and cost.

- EVA.3 The organization's evaluation plan includes, at a minimum, the following instruments and, in addition, conforms to State Mental Health System of Care outcome requirements:
- Child Living Environment Profile (CLEP)
(Children's Performance Outcome Technical Work Group)
or
Restrictiveness of Living Environment Scale (ROLES)
(Hawkins, 1990)
 - Parent/Caregiver Satisfaction Survey (CSQ 18/EMQ)
(Attkisson, University of California, San Francisco, 1990)
 - Scale to Assess Restrictiveness of Educational Setting (SARES) *(Epstein, 1993)*
 - Family-Centered Behavior Scale
(Petr and Allen, 1995)
- EVA.4 The organization has a systematic method for comparing process, functional outcome, satisfaction data, and cost over time.
- EVA.5 The organization has a systematic process for including/involving families, individuals served, and other key stakeholders in assessing and interpreting the data utilized to improve performance across time.

Administration

OVERVIEW

The administrative section of the standards pertains to the organization and implementation of the leadership functions supporting the Wraparound approach. This includes the Wraparound agency's internal priorities and their relationship to the community and system of care. Internally, the emphasis is on the creation of effective operational environments for the development and delivery of quality supports and services. These include, but are not limited to, areas such as:

- 1) policies and procedures,
- 2) establishment of philosophies of care that articulate the Wraparound approach,
- 3) promotion of inclusive opportunities for families to be involved in leadership roles within the organization, and
- 4) organizational decision-making strategies.

Externally, the emphasis is on structures and processes that bring the system of care together to support and sustain the Wraparound approach. This includes a focus on strategies for:

- 1) ensuring that family-centered care practices are employed system-wide,
- 2) establishing compatible policies and procedures to support family decision-making and flexible service delivery, and
- 3) creating opportunities for families, public agency staff (e.g., social welfare, mental health, probation, education), service providers, and community members to work collaboratively in planning system supports for implementing Wraparound.

ADM Administration

ADM.1 System Support for Wraparound Implementation

ADM.1.1 Support of the Wraparound process is articulated across systems in the form of memorandums of understanding, vision and mission statements, joint training plans, and/or interagency strategic plans.

ADM.1.2 Policies exist that promote the child and family team as the primary decision-making vehicle in developing familycentered service and support plans.

- ADM.1.3 Leadership has a written philosophy of care statement that operationalizes the Wraparound approach during the engagement, assessment, service planning, implementation, and transition phases of treatment.
- ADM.1.4 Leadership's operational plan defines parent/family-professional partnership and has established mechanisms for ensuring implementation.
- ADM.1.5 A process is in place for review of family plans at the systems and community level.
- ADM.1.6 Leadership's operational plan includes a written philosophy of stakeholder involvement that is systematically applied at the program design, service planning, implementation, and evaluation points of service provision.
- ADM.2 Systems Alignment
- ADM.2.1 Leadership has an articulated strategy for collaborating with system of care administrators to ensure system-wide support for the implementation of family-centered care practices and the Wraparound approach.
- ADM.2.2 The organization has an established, broad-based stakeholder community team to:
- set the system of care direction (vision, mission),
 - establish an interagency strategic plan for implementing and supporting the Wraparound approach system-wide,
 - champion strong and sustainable partnerships with parents,
 - identify and support cross-agency training to promote family centered care practices and the Wraparound approach,
 - function as a cross-agency gatekeeper for eligibility,
 - identify interagency barriers to service delivery and strategies for removing them,
 - serve as a community review panel for service plans, and
 - serve as a community collaborative for program improvement and system of care integration.

- ADM.2.3 Polices and procedures support family-centered practice across systems.
 - ADM.2.4 There are systematic efforts to involve consumers in leadership forums on policy design and Wraparound implementation.
 - ADM.2.5 A community oversight body with broad representation manages the overall Wraparound process and establishes the vision and the mission of Wraparound implementation.
 - ADM.2.6 The community team establishes procedures for quality assurance monitoring and for continuous quality improvement efforts that reflect the values and goals of Wraparound and family-centered practice.
 - ADM.2.7 The community team and all participating agencies enact and use a review process for changing policies and procedures that promote implementation of these standards.
 - ADM.2.8 Leadership establishes forums for cross-system problem-solving, shared decision-making, addressing management consistency, working collaboratively to share information, coordinating cross-disciplinary training, and mutually supporting implementation of family-centered care practices.
- ADM.3 Leadership
- ADM.3.1 Leadership for Wraparound implementation is shared among families, system providers, and community leaders.
 - ADM.3.2 A common vision of what the community wants for all children and families is developed and articulated across systems.
 - ADM.3.3 Parent advocacy, leadership, and involvement is supported at all levels of decision-making and implementation.

Appendix A

California Department of Social Services Wraparound Training Standards for Practice, Program and System Levels

INTRODUCTION

The purpose of this document is to describe the Wraparound training standards required for implementation of Wraparound as defined by Senate Bill 163 (Chapter 795/1997). Training topics (i.e., domains and content) are described at the practice, program, and systems level of implementation. This framework is meant to serve as a guide for supporting the development of comprehensive training plans required for the implementation and maintenance of family-centered, strength-based, needs-driven, and individualized practice, program, and system innovations under SB 163 (Chapter 795/1997).

SB 163 allows all counties in California to participate in a five-year pilot, upon approval by the California Department of Social Services. The purpose of the pilot is to provide eligible children with family-based service alternatives to group home care, targeting Wraparound as the service alternative. Wraparound is a family-centered, strength-based, needs-driven planning process for creating individualized services and supports for children, youth, and their families to facilitate access to normalized and inclusive community options, activities and opportunities. The legislation permits flexible use of state foster care funds and Adoption Assistance Program funds to pay for service allocation slots that provide individualized, intensive Wraparound services packages necessary to keep these children in or return them to family settings. The legislation targets children who are currently residing in, or at risk of being placed in, a group home licensed at a rate classification level of 12 to 14.

The training standards described in this document are intended for use by counties and Wraparound service providers to guide their preparation of: 1) competency-based practice curricula; 2) inservice training programs for supervisors, managers, administrators and families supporting program and procedure development; and 3) community, stakeholder, and family education efforts. The training topics described in this document represent the training standards required to support the development and implementation of family-centered, strengths-based, needs-driven, individualized planning and service provisions for the implementation of the “Wraparound Services Standards” and “Best Practice Guidelines for Assessing Families and Children in Child Welfare Services.”

PRACTICE TRAINING STANDARDS

Domain	Content
A. Family/Parent-Professional Partnerships	<ol style="list-style-type: none"> 1. Understanding and implementing family-centered practice 2. Ensuring family access, voice and ownership through family decision-making processes 3. Engaging family members in ongoing conversations to identify strengths 4. Facilitating and encouraging family involvement 5. Acknowledging and incorporating family and community culture experiences, and norms 6. Configuring a family team that includes a balance of formal, informal, and natural supports 7. Moving from a problem/deficit focus to a strengths and needs focus 8. Understanding obstacles and fears impacting effective partnerships 9. Understanding family support and resource based models of care

Practice Training Standards continues . . .

PRACTICE TRAINING STANDARDS (continued)

Domain	Content
<p>B. Facilitating a Strength-Based, Family-Centered Planning Process</p>	<ol style="list-style-type: none"> 1. Demonstrating an understanding of the core values of a Wraparound approach 2. Facilitating collaborative teaming strategies; demonstrating the ability to establish a shared perspective among diverse team members and the skills necessary to manage intense and conflictual group process 3. Demonstrating the ability to guide a team through the steps of the Wraparound planning process including: <ul style="list-style-type: none"> · Creating a strengths inventory of the family and other team members · Establishing a common sense of mission and goals · Identifying critical unmet needs across life domains · Brainstorming creative options for meeting needs that build on the specific strengths of the family and team members · Producing a concrete action plan that clearly identifies the responsibilities of every team member · Producing a budget documenting the source and amount of all resources that will be used to implement the plan · Creating a safety plan that effectively addresses the risks presented by the child and family including both proactive and reactive activities 4. Evaluating team performance; using the responses of the family and team members to continually evaluate and improve the process of planning and implementing support and services.

Practice Training Standards continues . . .

PRACTICE TRAINING STANDARDS (continued)

Domain	Content
<p>C. Linkage With Juvenile and Family Court System</p>	<ol style="list-style-type: none"> 1. Understanding how the juvenile justice system operates and how the systems of care interact with the juvenile justice process 2. Understanding the theory and implementation of the restorative justice model 3. Creating plans that ensure community protection and restorative actions while promoting strengths approach and opportunities for proactive community participation 4. Demonstrating the ability to help teams develop action plans that address the community's need for safety and the victim's need for accountability, in addition to the child and family's critical life needs 5. Understanding the operation of the child protection system and how the systems of care interact with it 6. Demonstrating the ability to help teams develop action plans that ensure the protection of children and support the re-establishment of positive relationships between children and parents in addition to the other critical life needs of the child and family

Practice Training Standards continues . . .

PRACTICE TRAINING STANDARDS (continued)

Domain	Content
D. Individualized Service Provision	<ol style="list-style-type: none"> 1. Maintaining the team’s commitment to the family over time by reinforcing evidence of each person’s participation 2. Promoting family’s commitment to the team 3. Managing plan outcomes and using data to refine the service/support plan 4. Mobilizing family and community resources to support normalized strategies to promote strengths to meet needs 5. Developing strategies to maintain the team’s commitment to family-centered practices during plan disruptions) 6. Maintaining the family team as the primary decision-making forum

Practice Training Standards continues . . .

PRACTICE TRAINING STANDARDS (continued)

Domain	Content
<p>E. Transition to community services and supports</p>	<ol style="list-style-type: none"> 1. Developing transition plans with the family team. to support movement to the community, independence, and/or transition to adult services 2. Shifting the balance of activity from the formal system to the informal team and community 3. Establishing formal (e.g., professional services, community resources, support groups, engaging adult service/support representatives on the family team) links with the adult serving system for youth approaching 18 years of age

PROGRAM TRAINING STANDARDS

Domain	Content
<p>A. Configuration of Program Operations to Support Family-Centered Practices</p>	<ol style="list-style-type: none"> 1. Implementing community-based, comprehensive, family-centered service plans 2. Defining families as the focus of the services and support resources 3. Ensuring that services and support resources are flexible and aimed at supporting and strengthening families 4. Tailoring services and support resources to individual families in response to the family's culture, values, choices, and preferences 5. Ensuring that program procedures support a high level of family decision-making in service planning, service provision, and program operations 6. Establishing program procedures which support a no reject, no eject policy of commitment to families and their children 7. Supporting the implementation of a system-wide family-centered planning process and individualized plans that are system-integrated and culturally competent 8. Developing and implementing processes to support the use of non-traditional, innovative, and informal resources to meet needs as identified by child and family teams

Program Training Standards continues . . .

PROGRAM TRAINING STANDARDS (continued)

Domain	Content
<p>A. Configuration of Program Operations to Support Family-Centered Practices (continued)</p>	<p>9. Developing and implementing mechanisms for promoting and sustaining practice innovations</p> <p>10. Establishing program service standards which promote flexibility in staff roles, service delivery, and family involvement in program operations (e.g., training, inservice, policy and procedure development, evaluation and quality improvement activities)</p> <p>11. Implementing program structures which foster family/parent-professional partnerships in planning, developing, and delivering services</p> <p>12. Mentoring and coaching staff who implement family-centered planning, making the shift from professionally-centered to family-centered care practices</p> <p>13. Providing ongoing staff training and staff development</p> <p>14. Establishing and supporting an integrated network of formal and informal community resources</p> <p>15. Establishing effective family advocacy and support mechanisms that are integrated with service planning and program development</p>

Program Training Standards continues . . .

PROGRAM TRAINING STANDARDS (continued)

Domain	Content
B. Fiscal Management	<ol style="list-style-type: none"> 1. Aggregating all available target population revenue to provide flexibility in funding services and supports 2. Blending and/or pooling state, federal and county funds at the program level to maximize needed resources while meeting statutory/regulatory requirements 3. Maintaining appropriate records and documentation for the audit trail

Program Training Standards continues . . .

PROGRAM TRAINING STANDARDS (continued)

Domain	Content
C. Monitoring/Quality Management	<p>1. Evaluating the progress of the implementation of the Wraparound process by determining:</p> <ul style="list-style-type: none"> · Cost of services · Placement in restrictive settings · Level of emotional and behavioral adjustments, school attendance, and academic performance for eligible children · Satisfaction of parents/caregivers in the planning, implementation, and outcomes for their children and family · Level of family involvement in all levels of planning and implementation · Fidelity to the Wraparound process and family-centered care · Provider and community satisfaction

SYSTEM TRAINING STANDARDS

Domain	Content
<p>A. Development of Service Systems Integration</p>	<ol style="list-style-type: none"> 1. Creating service and support networks among community agencies to promote timely access to needed services and supports 2. Managing and leading the system change process to support the shift family-centered practice 3. Ensuring that children and their families are served in their own communities 4. Measuring systems' accountability and outcomes based on results for families 5. Establishing contracting processes which ensure that provider Wraparound agencies flexibly and creatively organize, develop, and deliver care to families and children within the community utilizing a family-centered practice strategy 6. Developing interagency strategic planning resulting in alignment on vision, direction, and goals with the community, families, and among agency staff 7. Developing structures for supporting parent advocacy, leadership, and involvement 8. Establishing a stakeholder body (community team) to oversee the development and implementation of the Wraparound process that includes family and community representatives in addition to service providers

System Training Standards continues . . .

SYSTEM TRAINING STANDARDS (continued)

Domain	Content
<p>B. Development of Community Team Functions</p>	<ol style="list-style-type: none"> 1. Establishing indicators for measuring the implementation of no reject, no eject commitment to families and their children 2. Implementing a cross-system accountability for the outcomes of service provision 3. Developing mechanisms for promoting and sustaining practice innovations 4. Supporting child and family teams as full decision-makers 5. Setting up a review process for individualized plans by the community team 6. Establishing individualized child and family plans that can meet the documentation needs of diverse public and private agencies 7. Developing and implementing a cross-systems staff, community and family training plan supporting the implementation of Wraparound 8. Developing mechanisms and processes to promote the implementation of Wraparound

System Training Standards continues . . .

SYSTEM TRAINING STANDARDS (continued)

Domain	Content
C. Fiscal Management	<ol style="list-style-type: none"> 1. Aggregating and pooling all available revenues from state, federal, and county funds to serve the target population 2. Establishing fiscal policies and procedures which promote easy access, by child and family teams, to flexible dollars 3. Establishing guidelines for audit of flexible dollars

System Training Standards continues . . .

SYSTEM TRAINING STANDARDS (continued)

Domain	Content
D. Monitoring/Quality Management	<ol style="list-style-type: none"> 1. Developing mechanisms at the program level for monitoring and reporting individual child and family outcomes and for aggregating the results at the community level 2. Developing a continuous quality improvement process with fidelity to core family-centered principles and core Wraparound values 3. Involving families and other key stakeholders in defining, selecting, and measuring the community-based quality indicators to be measured 4. Defining indicators and specific outcomes to address how the Wraparound process will be measured 5. Setting up processes to evaluate the progress of Wraparound implementation by looking at: <ul style="list-style-type: none"> · Cost of services · Placement in restrictive settings · Level of emotional and behavioral adjustments, school attendance, and academic performance for eligible children · Satisfaction of parents/caregivers in the planning, implementation, and outcomes for their children and family · Level of family involvement in all levels of planning and implementation · Fidelity to the Wraparound process and family-centered care · Provider and community satisfaction

System Training Standards continues . . .

SYSTEM TRAINING STANDARDS (continued)

Domain	Content
<p>D. Monitoring/Quality Management (continued)</p>	<p>6. Specifying data and how it will be collected and used to evaluate the progress of Wraparound implementation</p> <p>7. Monitoring services to ensure that provider Wraparound agencies meet accreditation standards (once implemented) on a continuous basis</p>

System Training Standards continues . . .

SYSTEM TRAINING STANDARDS (continued)

Domain	Content
E. Systems Improvement	<ol style="list-style-type: none"> 1. Establishing feedback at the practice, program and system levels to identify what facilitates and hinders the Wraparound process in the community 2. Using the feedback data to: <ul style="list-style-type: none"> · Direct systems and program adjustments as needed · Target and conduct advocacy for state, local, and federal policy and funding reform

Appendix B

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ATTACHMENT C

FRESNO COUNTY MENTAL HEALTH COMPLIANCE PROGRAM
CONTRACTOR CODE OF CONDUCT AND ETHICS

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance officer or designee.

Contractor and its employees and subcontractor shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealing related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers, and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.

8. Act promptly to investigate and correct problems if errors in claims or billing are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible person and therefore excluded from participation in the Federal Health Care Programs.

Fresno County Mental Health Compliance Program

Contractor Acknowledgment and Agreement

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and understand the contents thereof. I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this Agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County. I further understand that Fresno County will report me to the appropriate Federal or State agency.

For Individual Providers

Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Signature : _____ Date : ____/____/____

For Group or Organizational Providers

Group/Org. Name (print): _____

Employee Name (print): _____

Discipline: Psychiatrist Psychologist LCSW LMFT

Other: _____

Job Title (if different from Discipline): _____

Signature: _____ Date: ____/____/____

ATTACHMENT D