

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 952-5326

SB 82 RURAL TRIAGE

Issue Date: January 14, 2015

Closing Date: FEBRUARY 18, 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.

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.

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

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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.

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.

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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).

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.

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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 Behavioral Health is requesting proposals from qualified vendors to provide the following: mental health triage services to rural Fresno County persons with mental illness requiring crisis intervention. Triage services shall include Fresno County's "East 7 Cities" and "West 6 Cities", and be provided by mental health triage personnel stationed in Eastern and Western rural Fresno County. It should be noted that the Department is requesting two separate bids; one for East Fresno County cities and one for West Fresno County cities. Bids received for the services provided to West Fresno County will begin July 1, 2015, as details regarding the specific West cities remain under consideration. Triage personnel services for Eastern rural community of Fresno County will begin upon contract execution.

The Triage Personnel Services contract term will be approved for three twelve month terms, subject to satisfactory outcome performance measures and funding availability. Eastern city triage services will be funded through a combination of Medi-Cal Federal Financial Participation (FFP) and Mental Health Services Oversight and Accountability Commission (MHSOAC) SB 82 Triage Grant. The anticipated Western city triage services will be funded through a combination of Medi-Cal FFP, Public Safety Realignment funds, and Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. Awarded Contractor(s) will be responsible to enter all Medi-Cal claims in to the County data system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

BACKGROUND

As a result of Senate Bill (SB) 82, known as the Investment in Mental Health Wellness Act of 2013, California has an opportunity to use Mental Health Services Act (MHSA) dollars to expand crisis services statewide that are expected to lead to improved life outcomes for the persons served and improved system outcomes for mental health and its community partners. The Mental Health Wellness Act of 2013 is intended to increase California's capacity for client assistance and services in crisis intervention including the availability of crisis triage personnel, crisis stabilization, crisis residential treatment, rehabilitative mental health services, and mobile crisis support teams. Increasing access to effective outpatient and crisis services provides an opportunity to reduce costs associated with the expensive inpatient and emergency room care and to better meet the needs of individuals experiencing a mental health crisis in the least restrictive manner possible.

KEY DATES

RFP Issue Date:	January 14, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7110 if planning to attend vendor conference.</i>	January 23, 2015 at 1:30P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	January 29, 2015 at 5:00P.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	February 18, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd 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:

	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.
(Company Name)	

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:

Date:

(Printed Name & Title)

(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 coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health - Contracts, Attn: Janell Sidney, 3133 N. Millbrook Avenue, Fresno, CA 93703, 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 23, 2015 at 1:30P.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 eight (8) 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 29, 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 gconuelle@co.fresno.ca.us.

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

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

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

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods 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 Behavioral Health is requesting proposals from qualified vendors to provide the following: mental health triage services to rural Fresno County persons with mental illness requiring crisis intervention. Triage services shall include Fresno County's "East 7 Cities" and "West 6 Cities", and be provided by mental health triage personnel stationed in Eastern and Western rural Fresno County. It should be noted that the Department is requesting two separate bids; one for East Fresno County cities and one for West Fresno County cities. Bids received for the services provided to West Fresno County will begin July 1, 2015, as details regarding the specific West cities remain under consideration. Triage personnel services for Eastern rural community of Fresno County will begin upon contract execution.

Triage personnel shall have an understanding of parameters of law enforcement and first responders, as well as the geographic challenges of serving rural Fresno County's cities in the East and West. Triage personnel services shall include crisis intervention services, targeted and follow-up case management services, and as time permits, prevention, education and outreach. Triage services will be client/family strength based, recovery/wellbeing oriented, rapid and flexible to meet the geographically dispersed needs of those living in the Eastern cities of Selma, Sanger, Kingsburg, Fowler, Reedley, Orange Cove and Parlier; and potentially the Western cities of Firebaugh, Mendota, Kerman, San Joaquin, Huron, and Coalinga. Triage services will be continuously evaluated and rapidly adapted to meet the various communities' needs as crisis service sites and demands fluctuate.

In the Eastern Fresno County cities, It is estimated that this program will serve 2,100 unique individuals in the first 12 months of operation and 700 unique clients served each year following. In the Western Fresno County cities, it is estimated that this program will serve 1,600 unique individuals in the first 12 months of operation and 500 unique clients served each year following. Triage services shall be in collaboration with law enforcement agencies and other first responders including the location of administrative office site space for the mental health triage provider(s). The sum of direct costs (staff for data collection, analysis and reporting) and indirect costs (e.g.: support staff, billing) may not exceed fifteen percent (15%) of the total awarded budget. Personnel costs, such as Licensed Clinicians, on-call Clinicians, support staff and Clinical Supervisor are not included in the fifteen percent (15%) cap. These services are meant to be provided out in the field where client interaction with law enforcement and emergency services personnel (first responders) typically occurs, and where triage services are most beneficial.

The Department of Behavioral Health is seeking responses that will clearly communicate triage crisis intervention services that are rural community based, incorporate stigma reduction and prevention as a product of the placement of staff in first responder scenarios. This Scope of Work provides an introductory outline of services sought and should not be considered all-inclusive. Request for Proposal responses should be comprehensive of recovery practices and community engagement during the course of triage crisis intervention service delivery.

Department of Behavioral Health SB 82 Triage Needs and Objectives

1. Primarily due to geographic layout, there is a lack of mental health crisis services in rural Fresno County "East 7 cities", "West 5 cities", and surrounding outlying areas.
 - a. **What is your plan for addressing this gap and meeting the triage crisis needs of rural Eastern and Western Fresno County?**

- b. **What barriers have you identified to providing triage crisis services to the East 7 cities and West 6 cities, and how do you plan to address and overcome these barriers?**
 - c. **What are your program goals with regards to the provision of mental health triage crisis services in rural Eastern and Western Fresno County?**
 2. Triage crisis services are intended to be provided in the field where client interaction with law enforcement and emergency services personnel (first responders) typically occurs, and where triage services are most beneficial. Given the remote and varied locations of crisis triage services:
 - a. **How will you determine if the client in need of crisis services has other health coverage, no health coverage, or Medi-Cal?**
 - b. **How will you ensure triage crisis services are NOT provided based on ability to pay?**
 - c. **What will be your criteria for utilizing rural sites for Triage services in the East 7 cities, West 6 cities, and outlying areas?**
 - d. **What is your plan for crisis prevention and intervention?**
 - e. **What is your plan for post-crisis follow-up?**
 - f. **What is your plan for addressing and minimizing recidivism with regards to use of local emergency services?**
 - g. **Identify your plan for ensuring the crisis response system is monitored and rapidly responsive to changing crisis needs in such geographically dispersed areas as Eastern and Western rural Fresno County.**
 3. The County will work with the Contractor and the East and West cities first responders to identify sites where Triage staff and first responders may co-locate (in-kind) and co-respond for the purpose of providing rapid, effective, recovery/wellbeing oriented crisis services. Available co-location sites in East Fresno County are Selma, Sanger, Kingsburg, Fowler, and Reedley; and potentially in West Fresno County are Firebaugh, Mendota, Kerman, San Joaquin, Huron, and Coalinga.
 - a. **What is your knowledge of, and experience in working with first responders?**
 - b. **What is your knowledge of, and experience in working with and in the East 7 cities, and the West 6 cities?**
 - c. **Explain your ideas and/or plan for appropriately assigning and/or utilizing Triage staff in shared space to best meet the needs in East and West Fresno County, given that there will not be enough staff to assign full-time Licensed Clinicians to each city.**
 4. The County will make available the expertise of County identified Peer Support and Family Advocate as informational resources for the Contractor. These resources may have designated hours of contact for each city/clinician for the purpose of training, materials creation and ongoing support.
 - a. **How will you make the best use of the expertise offered by Peer Support and Family Advocates?**

5. Triage personnel should be skilled at engaging persons in crisis in a stabilizing, therapeutic, recovery/wellbeing focused manner. At a minimum, Contractor will provide the following staffing components as needed to meet the needs of Fresno's East 7 cities and West 6 cities.
 - A Supervisory/Float Licensed Clinician to provide oversight to all clinicians, work with agencies to build and expand services, and provide crisis response as needed;
 - Approximately 2/3 of Clinicians should be Licensed Clinicians to cover shifts 7 days a week to provide response 18 hours a day;
 - On call/extra help part time clinical staff to cover shifts and back up as needed; and
 - One part-time designated administrative support for the purpose of data collection, tracking and reporting.
 - a. **Given the statistical information currently available on police/sheriff responses to mental illness related calls in Fresno County (see Exhibit A), and based on your own research, explain your proposed staffing pattern to meet triage crisis services. Include staff classifications, licensure, tentative hours scheduled, and site rotations to meet the needs of the East 7 cities, West 6 cities, and outlying areas.**
6. Triage staff shall maintain a 60% direct services and/or productivity rate which include targeted case management and follow up. In addition to triage crisis services and case management, staff should conduct outreach, education and engagement in the East 7 cities, West 6 cities, and outlying areas.
 - a. **Explain your plan for conducting, evaluating, measuring and reporting outreach, education and engagement efforts.**
 - b. **What are your program goals with regards to the provision of outreach, education and engagement activities in Eastern and Western Fresno County?**
 - c. **What is your plan for maintaining a minimum of 60% of time in direct services and/or productivity, including documentation and Medi-Cal billing?**
 - d. **What is your program goal and plan for reducing mental health stigma in the East 7 cities, West 5 cities, and outlying areas?**
7. Countywide ethnic/racial demographics are 51.2% Hispanic, 31.9% white non-Hispanic, 10.4% Asian, 5.9% Black/African American, and .6% other or multi-racial. Fresno County penetration rates communicate the lack of access to services. In Eastern Fresno County, six (6) of the seven (7) communities outlined for this proposal have over 70% of their population noted as Hispanic per the US Census. In Western Fresno County, four (4) of the six (6) communities identified for this proposal have over 71% of their population noted as Hispanic (3 communities over 91%) per the US Census (San Joaquin demographic stats were not identified by the Census).
 - a. **Explain your plan for providing culturally, ethnically, and linguistically relevant services in Eastern and Western Fresno County.**
8. Given the requirements of field work and satellite office spaces, and the anticipated Medi-Cal billing, it will be necessary for a "home base" to be identified and certified for Medi-Cal billing.

- a. **What is your plan for establishing and ensuring an efficient and cost-effective “home base” to be certified for Medi-Cal billing?**
 - b. **Explain how you will ensure your technology is portable, accessible, and reliable, and will meet the needs required to conduct and complete crisis and case management services in the field, as well as the necessary data reporting required as an Organizational Provider?**
9. 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 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 computers must run Windows XP or higher operating system and be connected to a high speed internet connection.
- a. **What is your plan for meeting the equipment and technology needs to support the required software?**

Contract Reporting and Evaluation as Required by the Department of Behavioral Health

1. The following data collection is required by the Department of Behavioral Health and must be reported to the Department Analyst each month by the 10th of the month following the report period, unless otherwise indicated. The report period is the prior month of services. As there will be two distinct budgets, one for Eastern and one for Western Fresno County triage services, the following reports must be provided independently for each of the Eastern and Western rural triage services. Funding, staffing, services and data must be collected, maintained and reported separately for Eastern and Western rural triage services.
 - **Monthly Invoicing:** Invoices must be submitted by the 10th of each month to the DBH Analyst and shall include expenses and revenues of the prior month report period.
 - **Staffing Report:** Staffing report (Exhibit B – Staffing Report) shall be submitted by the 10th of each month to the DBH Program Technician and DBH Analyst and must include each program staffing, their FTE and their salary.
 - **Performance Outcomes Reports:** State Performance Outcomes measurement report (Exhibit C – Outcome Report and Exhibit C-1 – Effectiveness Form) shall be completed annually and submitted to the DBH Analyst as requested. County staff will notify the Vendor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, consumer and staff interviews, chart reviews, and other methods of obtaining needed information.
- a. **Describe the system indicators, measures, and outcomes that will be used to track and document the effectiveness of services.**
- b. **Clearly identify the performance goals of your crisis triage program for the Eastern and Western County cities.**

Contract Reporting and Evaluation as Required by the SB 82 Triage Services Grant

1. Process Information Report, due quarterly (one for Eastern and one for Western) and to include the following:
 - Number, FTE and type/classification of new triage personnel hired by contractor in each report period, including date of hire and Full-Time-Equivalent (FTE), and total number of triage personnel on staff at the end of each report period.

- Triage service locations/points of access used in each report period (e.g., hospital emergency rooms, psychiatric hospitals, crisis stabilization programs, homeless shelters, jails, clinics, other community-based service points).
 - Number of clients served at each triage service location/point of access in each report period.
2. Encounter Based Information Report, due quarterly (one for Eastern and one for Western) and to include the following:
 - Total unduplicated persons served in each report period.
 - Total number of service contacts in each report period.
 - Basic demographic information for each individual client served in each report period. Demographic information shall include information on age, race, ethnicity, gender. If available, the Contractor shall also provide information on language spoken, cultural heritage, LGBTQ, and military status.
 - Description of specific services that each client was referred to by triage personnel in each report period.
 - For each client served in a report period, at the time the triage service was provided, was the person served enrolled in any mental health service? If yes, what service?
 3. Evaluation of Program Effectiveness is due every six (6) months (one for Eastern and one for Western) and to include the following:
 - Contractor's goals and objectives for increased triage personnel and/or the improved crisis response system.
 - The system indicators, measures, and outcomes that Contractor used to track to document the effectiveness of services.
 - Evaluation analysis and findings about whether specific system and individual outcomes have been attained.
 4. Success Reporting (Exhibit D) is due quarterly (one for Eastern and one for Western) as part of documentation assignments. Included in the report is a fiscal worksheet to identify how an intervention has saved the community/system of care dollars.

Training and Resource/Community Development

1. Time spent completing training and resource/community development shall be captured (not billed as revenue) and reported each month (one for Eastern and one for Western) to the DBH Analyst, by the 10th of the month following the report period.
2. Compliance, Billing and Documentation Training are required and will be provided by DBH to Contractor staff annually and with new hires upon hire.
 - a. **What is your plan for ongoing staff training and resource/community development?**

Additional Compliance Requirements (Required for each, the Eastern and Western cities)

1. State Mental Health Requirements
2. Medi-Cal Data Collection and Reporting Requirements

3. Department of Behavioral Health Managed Care Organizational Provider Requirements.

See the attached Exhibits:

- Exhibit E – State Mental Health Requirements;
- Exhibit F - Documentation Standards for Clients;
- Exhibit G – Medi-Cal Organizational Provider Standards;
- Exhibit H – Protocol for Completion of Incident Report;
- Exhibit I – Provider Site Certification Protocol;
- Exhibit J – Grievance Process; and
- Exhibit K – Fresno County Mental Health Plan Compliance Program, Code of Conduct.

4. Comply with County's Quality Assurance and Improvement plans.

5. Vendor shall keep California Department of Health Care Services (CDHCS) Information Technology Web Services (ITWS) computer records up to date.

6. Enter monthly data required by the County via the web-based data collection system (AVATAR) operated by the County.

7. Ensure billable Mental Health Specialty Services meet any/all County, State, Federal regulations including any utilization review and quality assurance standards. Provide all pertinent and appropriate information in a timely manner to County to bill Medi-Cal for services rendered. The Vendor is responsible for billing private insurance and Medicare, if applicable, prior to billing Medi-Cal. Notice of denial/approval of private insurance and/or Medicare must be received prior to billing Medi-Cal.

8. Refer consumers who meet the criteria and are eligible for entitlement programs for benefits/ services. All consumers currently in the program and any new consumers to be enrolled will go through Social Services to qualify for financial resources.

9. Provide quarterly, or as requested, inventory/asset reports identifying and tracking all assets valued at Five Hundred and No/100 Dollars (\$500) or more.

COST PROPOSAL

EACH COST PROPOSAL SHALL PROVIDE A BREAKDOWN OF ALL ANTICIPATED REVENUES AND EXPENSES – ONE FOR EASTERN AND ONE FOR WESTERN FRESNO COUNTY TRIAGE SERVICES.

Contract services shall begin effective Board of Supervisor's approval. The contract awarded will be for three (3) years period, subject to satisfactory performance outcomes and adequate funding.

SB 82 Triage staffing for mental health services in Eastern Fresno County will be funded with Medi-Cal FFP Revenue and Mental Health Services Oversight and Accountability Commission (MHSOAC) SB 82 Triage Grant funds. Triage Staffing for mental health services in Western Fresno County Triage staffing will be funded through a combination of Medi-Cal FFP, Public Safety Realignment Funds, and Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds.

A. Available Funding

For Eastern Fresno County, the total amount of the budget shall not exceed \$2,697,000 for the term effective upon approval by the Board of Supervisors and continuing for three (3) twelve (12) month terms. The maximum budget award for each Fiscal Year shall not exceed \$899,000.

For Western Fresno County, the total amount of the budget shall not exceed \$2,100,000 for the term effective upon approval by the Board of Supervisors and continuing for three (3) twelve (12) month terms. The maximum budget award for each Fiscal Year shall not exceed \$700,000.

B. Allowable Costs

Funds must be used as proposed and as approved by the County as follows: Allowable costs include triage personnel, evaluation, direct costs, indirect costs, and administration. The sum of direct costs (Staff Analyst for data collection, analysis and reporting) and indirect costs (e.g.: secretary, billing clerk, driver) may not exceed fifteen percent (15%) of the total awarded budget. Personnel costs, such as Licensed Clinicians, on-call Clinicians, Program Technician/Clerical and Clinical Supervisor are not included in the 15% cap.

C. Budget

This Request for Proposal requires a cost proposal for each of the rural areas; one for Eastern and one for Western. Each cost proposal shall include a line item budget and budget narrative, including a projection of all anticipated revenues and expenses. Cost proposals must be submitted for each of the following contract Fiscal Years (FY): **July 1, 2014 to June 30, 2015 (prorated using estimated start date 90 days from proposal submission); July 1, 2015 to June 30, 2016; July 1, 2016 to June 30, 2017; and July 1, 2017 to June 30, 2018 (prorated to complete a three (3) year/thirty-six (36) month contract).** Prospective vendors should use the attached Budget and Budget Narrative Template – Exhibit L.

The proposed annual program budgets must identify the following costs: Total Personnel costs; Personnel costs by Job Classification; Total Employee Benefits Costs; Direct Costs; Indirect Costs, Administrative Costs; and Revenues, including Medi-Cal (Federal Financial

Participation (FFP) only) and Other Revenues. Please utilize attached "Exhibit M – Annual Fiscal Report". Employee Benefit costs shall not exceed twenty percent (20%) of the total salaries.

The County shall only reimburse Contractor 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 invoices.

All revenues generated shall partially offset the costs of the Triage Personnel program budgets and expenditures. Revenues generated shall apply to Medi-Cal clients that receive specialized mental health services as a means to estimate what the Contractor/Vendor can generate in revenues when billing the County.

Clients that do not have Medi-Cal or another form of insurance/payment are encouraged to fill out and submit an UMDAP eligibility worksheet to determine an individual's ability to pay for services provided. MHSA dollars are available for specialty mental health services. MHSA funds shall also be used to offset costs associated with the FSP/client support services (non-specialty mental health services) delivered to all clients (Medi-Cal and non Medi-Cal clients) served by the selected Contractor(s).

D. Cost Report (one for Eastern and one for Western)

The awarded CONTRACTOR agrees to submit a complete and accurate detailed cost report on an annual basis for each fiscal year ending June 30th in the format prescribed by the State Department of Health Care Services (DHCS) for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. The cost report will be the source document for several phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal reimbursement. CONTRACTOR shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and non Medi-Cal. The CONTRACTOR will remit a schedule to provide the required information on published charges (PC) for all authorized services. The report will serve as a source document to determine their usual and customary charge prevalent in the public mental health sector that is used to bill the general public, insurers or other non-Medi-Cal third party payors during the course of business operations. CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit with the cost report a copy of the CONTRACTOR'S general ledger that supports revenues and expenditures and reconciled detailed report of reported total units of services rendered under this Agreement to the units of services reported by CONTRACTOR to COUNTY'S data system.

Cost Reports must be submitted to the COUNTY as a hard copy with a signed cover letter and electronic copy of completed DHCS cost report form along with requested support documents following each fiscal year ending June 30th. During the month of September of each year this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the training session, DHCS cost report template worksheets, and deadlines to submit as determine by State annually. Remit hard copy of cost report to County of Fresno, Attention: Cost Report Team, PO BOX 45003, Fresno CA 93718. Remit the electronic copy or any inquiries to DBHcostreportteam@co.fresno.ca.us.

All Cost Reports 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). Unallowable costs such as lobby or political donations must be deducted on the cost report and invoice reimbursements.

If the CONTRACTOR does not submit the cost report by the deadline, including any extension period granted by the COUNTY, the COUNTY may withhold payments of pending invoicing under compensation until the cost report has been submitted and clears COUNTY desk audit for completeness.

E. Settlements with State Department of Health Care Services (DHCS)

During the term of this Agreement and thereafter, COUNTY and CONTRACTOR agree to settle dollar amounts disallowed or settled in accordance with DHCS audit settlement findings related to the Medi-Cal and realignment reimbursements. CONTRACTOR will participate in the several phases of settlements between COUNTY/CONTRACTOR and DHCS. The phases of initial cost reporting for settlement according to State reconciliation of records for paid Medi-Cal services and audit settlement-State DHCS audit 1) initial cost reporting - after an internal review by COUNTY, the COUNTY files cost report with State DHCS on behalf of the CONTRACTOR's legal entity for the fiscal year; 2) Settlement -State reconciliation of records for paid Medi-Cal services, approximately 18 to 36 months following the State close of the fiscal year, DHCS will send notice for any settlement under this provision will be sent to the COUNTY; 3) Audit Settlement-State DHCS audit. After final reconciliation and settlement DHCS may conduct a review of medical records, cost report along with support documents submitted to COUNTY in initial submission to determine accuracy and may disallow cost and/or unit of service reported on the CONTRACTOR's legal entity cost report. COUNTY may choose to appeal and therefore reserves the right to defer payback settlement with CONTRACTOR until resolution of the appeal. DHCS Audits will follow federal Medicaid procedures for managing overpayments.

If at the end of the Audit Settlement, the COUNTY determines that it overpaid the CONTRACTOR, it will require the CONTRACTOR to repay the Medi-Cal related overpayment back to the COUNTY.

Funds owed to COUNTY will be due within 45 days of notification by the COUNTY, or COUNTY shall withhold future payments until all excess funds have been recouped by means of an offset against any payments then or thereafter owing to CONTRACTOR under this or any other Agreement.

F. 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 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 computers must run Windows XP or higher operating system and be connected to a high speed internet connection. The selected vendor shall be responsible for equipment to support software.

Data entry shall be the responsibility of the selected vendor. 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 shall be the sole responsibility of the selected vendor.

The selected vendor 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 shall work with the County's DBH, MHSA division to execute the process if not currently certified. Service location must be approved by the County's DBH, MHSA division.

Medi-Cal billing shall be in accordance with the County's Mental Health Plan. The selected vendor must comply with the County's Contractor Code of Conduct and Ethics, and the County's Compliance Program in accordance with Exhibit K.

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.

G. Monthly Invoicing

An invoice and general ledger shall be submitted monthly and shall reflect 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 shall be fully reimbursed for actual expenditures incurred by selected vendor in arrears each month following approval of each monthly invoice. Any revenue, i.e., Medi-Cal, Medicare, etc. generated by selected vendor will be used to offset the funding used to make payments to the selected vendor.

All fixed assets such as vehicles; equipment etc. will remain County property at the end of the agreement term. However, the County and successful vendor can discuss the utility of the fixed assets as the agreement term expires.

H. Employee Benefits:

The selected vendor must 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).**

I. Cost of Medications

This request for proposal includes the vendor paying for all medication for non-Medi-Cal eligible clients. Vendor shall include the cost of medication as part of their response to this request for proposal.

COMPLIANCE WITH STATE MEDI-CAL REQUIREMENTS

Selected vendor shall be required to maintain organizational provider certification (see Exhibit G) by host-county. A copy of this renewal certificate must be furnished to County within thirty (30) days of receipt of certificate from host-county. Selected vendor must meet Medi-Cal organization provider standards as stated below. It is acknowledged that all references to Organizational Provider and/or Provider below shall refer to selected vendor.

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
9. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.

- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
10. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance.
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

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.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. 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?
- C. The amount of demonstrated experience in providing the services desired in a California County.

MANAGEMENT PLAN

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

SERVICE OUTCOME MEASURES

- A. Does the vendor demonstrate the knowledge and experience required to produce the desired reductions in the use of more costly crisis mental health services?
- B. Does the vendor demonstrate a clear understanding of the challenges and barriers to successfully providing crisis triage services in rural Eastern and Western Fresno County?
- C. Does the vendor demonstrate a commitment and ability to deliver Triage Personnel services utilizing a clearly documented approach to assist the client's progress towards growth, stability, wellness, and recovery?
- D. Does the vendor demonstrate the commitment and ability to deliver Triage Personnel services in a linguistically and culturally appropriate manner?

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 and eight (8) 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>952-5326</u>
Closing Date:	<u>February 18, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>SB 82 Rural Triage</u>

Return Checklist with your RFP response.

EXHIBITS

- A. MH City Calls Stats
- B. Staffing Report
- C. Outcomes Rept Temp
- D. Success Report and Worksheet
- E. State MH Req
- F. Document Standards for Client Records
- G. Medi-Cal Org Provider Standards
- H. Protocol for Completion of Incident Rpt
- I. Provider Site Cert Protocol
- J. Grievance Process
- K. Fresno County Mental Health Plan Code of Conduct
- L. Budget Template w-narrative xls
- M. Annual Fiscal Rept

MENTAL ILLNESS RELATED CALLS FOR SERVICE

YEAR														
2013													2013 Total	
AGENCY	1	2	3	4	5	6	7	8	9	10	11	12		
Clovis	40	25	24	16	16	30	20	25	22	32	17	30	297	
Coalinga	7	9	9	9	5	8	8	13	8	3	5	1	85	
Firebaugh	3	1	1	4	4	2	4	11	5	3	7	6	51	
Fowler	1	2	1	3	3	2	1	2	2	6		2	25	
Huron		3	1	1		1	1				3	2	12	
Kerman	4	1	7	7	1	9	8	1	7	2	3	3	53	
Kingsburg	1	5	6	4	4	4	6	1	1	2	1	5	40	
Mendota		1	3	3	2	1	3		3	5	3	2	26	
Orange Cove	6	4	2	4	3	1	4	6	5	3	7	6	51	
Parlier	1	7	4	4	5	1	4	3	3	3	5	4	44	
Reedley	14	15	16	10	15	9	7	17	13	19	13	8	156	
Sanger	14	7	12	7	16	11	9	7	16	13	10	13	135	
Selma	8	16	15	11	8	11	18	18	20	10	19	14	168	
Sheriff	66	69	94	89	75	95	66	89	96	69	89	87	984	
2013 Total	165	165	195	172	157	185	159	193	201	170	182	183	2127	
2014													2014 Total	Grand Total
AGENCY	1	2	3	4	5	6	7	8	9	10	11	12		
Clovis	23	20	33	19	21	26	13			1			156	453
Coalinga	6	5	8	4	3	6	8	8	7	3	6	2	66	151
Firebaugh	3	2	3	2	6	3	2	2	4	6	4	3	40	91
Fowler	4	2	4	1	2	2	2	1	5	3	2	2	30	55
Huron	1		3	1	3	1	3			1	4		17	29
Kerman	4	10	9	4	8	5	6	6	9	10	8	7	86	139
Kingsburg	1		4	3	2	2	1	2	2	7		1	25	65
Mendota	5	1	1	6	2	4	2		4	4	2	4	35	61
Orange Cove	7	10	3	9	3	3	6	2	7	7	5	4	66	117
Parlier	8	6	5	4	7	6	5	4	7	3	3	8	66	110
Reedley	12	13	9	20	21	21	16	17	18	15	13	18	193	349
Sanger	12	13	20	20	15	14	18	19	18	16	18	16	199	334
Selma	10	11	11	20	22	22	25	25	23	21	14	14	218	386
Sheriff	80	81	93	94	108	96	89	83	101	86	86	82	1079	2063
2014 Total	176	174	206	207	223	211	196	169	205	183	165	161	2276	4403

Note that the Sheriff stats include calls in unincorporated areas of all cities identified.

Sheriff's Office (SO) Case Reports For Calendar Year 2013 - Breakdown by City

Tables on pages 2 & 3 reflect the SO Calls for Services (page 1) that resulted in actual Case Reports.

Count by Month													
CALENDER YEAR 2013	1	2	3	4	5	6	7	8	9	10	11	12	Grand Total
AUBERRY			2	1	2	2	1	2	1				11
BIOLA				1								1	2
CANTU CREEK				1									1
CARUTHERS		1	1		2	2	1	1	3	2		1	14
CLOVIS	4	1	2	1		2			3	1	1	2	17
COALINGA				1			1	1		1		1	5
COUNTY		1	1				2	1	1			1	7
DEL REY							1	2	2	1	2		8
DOS PALOS										1			1
DUNLAP										1	1		2
FOWLER		1					1		2	1	1		6
FRESNO	25	24	29	37	26	39	25	34	36	28	34	40	377
FRIANT			1		1			1				1	4
KERMAN				1	1	2	3	2	1		2	5	17
KINGSBURG							1					1	2
LATON			1	1	1	1		1	3	1	1		10
MENDOTA			1										1
PARLIER				1			1			1	1		4
PRATHER							1		2				3
RAISIN CITY									1		1		2
REEDLEY	1	1		1	1	1	2		3		1		11
RIVERDALE		3	1	1	4	2		2	3	2	1		19
SAN JOAQUIN				2	2	1			1	1		1	8
SANGER	2		1	3			1		1	5	1	4	18
SELMA	3		1	1	1	2		1			1	3	13
SHAVER LAKE							2					1	3
SQUAW VALLEY				1	1	1		1	2			1	7
TOLLHOUSE			1		1		1		2	2	1		8
TRANQUILITY											1		1
Grand Total	35	32	42	54	43	55	44	49	67	48	50	63	582

Sheriff's Office (SO) Case Reports For Calendar Year 2014 - Breakdown by City

Tables on pages 2 & 3 reflect the SO Calls for Services (page 1) that resulted in actual Case Reports.

Count by Month													
CALENDAR YEAR 2014	1	2	3	4	5	6	7	8	9	10	11	12	Grand Total
AUBERRY	1	3	1	1	2	1	1	2	1		1	2	16
BIOLA	1	2			1		1	1		1	1	2	10
BURELL										1			1
CARUTHERS		2		4	4		4	2	1	1	2		20
CLOVIS	2	2	2		1	1		1	3	3		2	17
COALINGA						1							1
COUNTY						1	1					2	4
DEL REY			2	1									3
DINUBA					1								1
DUNLAP					1	1							2
FIREBAUGH				1									1
FOWLER				1		3		1	1		2	1	9
FRESNO	26	33	49	34	47	36	35	22	47	36	29	40	434
FRIANT	1				1	2	1			1			6
HURON					1								1
KERMAN	4	2	1			1	2	2	1	3	1	2	19
KINGSBURG		1				1	1	1		1			5
LATON		1			1	1		1	1		1	1	7
MADERA		1	1										2
MENDOTA								1					1
PARLIER						3				1			4
PRATHER	1	1	1		2	1		1					7
RAISIN CITY				1									1
REEDLEY	1	1	3			3	2			1	1	1	13
RIVERDALE	1	1	1			2	1		3				9
SAN JOAQUIN				1			1		3	2		1	8
SANGER	4	1	2	1	1	5	2	3	1	4			24
SELMA	3	1	2				2	3	1	1	1	3	17
SHAVER LAKE			1			1					1		3
SQUAW VALLEY		1							1			2	4
TOLLHOUSE					1			1			1		3
TRANQUILITY						1				1			2
Grand Total	45	53	66	45	64	65	54	42	64	57	41	59	655

Program: _____

Contract Start Date: _____

Submitted By: _____ Date: _____

Staffing Name/Classification/ Academic Degree (per contract)	FTE <i>If not FTE, id % of position for MHSA Program Only</i>	Date of Hire	Schedule (days, hours)	Tentative Hire Date (if offer/start date pending)	Identified as Hard to Fill? <i>If yes, note why</i>	Bi-Lingual <i>If yes, note lang spoken</i>	Direct Consumer Service Staff (Mark X, if applies)	Other Staff (Mark X, if applies)
							Mark One Box Only	

Staffing to be updated monthly in this format and submitted to dtijerina@co.fresno.ca.us (by the 10th of every month).

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH - OUTCOMES

PROGRAM TITLE: _____ **PROVIDER:** _____

PROGRAM DESCRIPTION:

AGES SERVED:

☐ Children
☐ Adult

☐ TAY
☐ Older Adult

DATES OF OPERATION:

OUTCOME GOAL

DATES OF DATA REPORTING PERIOD:

OUTCOME DATA

Outcomes Effectiveness Form – Attachment C

Name of Program:

What is the Program/Contract Goal?

Funding Source:

- | | |
|---|--|
| <input type="checkbox"/> Prevention | <input type="checkbox"/> Community Services and Supports |
| <input type="checkbox"/> Early Intervention | <input type="checkbox"/> EPSDT |
| <input type="checkbox"/> Realignment | <input type="checkbox"/> Innovations |
| <input type="checkbox"/> Other: | |
-

Fiscal Information:

Budget Amount:

Source(s) of Funding:

Number of Unique Clients Served During Time Period:

Number of Services Rendered During Time Period:

Cost Per Client:

Type of Program:

- | | | |
|---------------------------------------|--|--------------------------------|
| <input type="checkbox"/> Outpatient | <input type="checkbox"/> Inpatient | <input type="checkbox"/> Other |
| <input type="checkbox"/> DBH-Operated | <input type="checkbox"/> Contract-Operated | |
-

Level of Care Information:

Level of Care: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Please Describe:

Target Population Information:

Target Population:

Clinical Information:

Does the Program Utilize Any of the Following?

- ☐ Evidence Based Practice ☐ Evidence Informed Practice ☐ Best Practice

Please Describe:

Outcomes and Effectiveness:

What Outcome Measures Are Being Used?

What Outcome Measures/Functional Variables Could Be Added to Better Explain the Program's Effectiveness?

Describe the Program's Effectiveness (i.e. have the program/contract goals been met? Number served, waiting list, wait times, budget to volume, etc):

What Barriers Prevent the Program from Achieving Better Outcomes?

What Changes to the Program Would You Recommend to Improve the Effectiveness?

For Committee Use Only:

Recommendations: [Click here to enter text.](#)

COUNTY OF FRESNO
Success Report
Department of Behavioral Health

Complete the document to report client/family 'successes' with multi-agency/systems involvement

REPORT OF SUCCESS MAY BE UTILIZED (DE IDENTIFIED AS NEEDED) IN KUDOS AND NEWLETTERS (NOT A PART OF MEDICAL RECORDS)

Name of Person Reporting:

Staff Names and Programs Involved in the Success:

Client Name:	Patient ID:
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Ethnicity:
Date of Birth:	Age:
Primary Language:	Marital Status:
Living Situation:	Other Living Situation:

Date of Success Being Reported:

Date Range of Success(in days approximately):

Account of the success (please include milestones of client, support system and supporting agencies):

--

Date of Success Meeting:

Attendees to Success Meeting:

Factors that Achieved the Success:

--

Signature of Person Reporting

Supervisor Signature

COUNTY OF FRESNO
Success Report Worksheet
Department of Behavioral Health

This worksheet is to be utilized with the Success Report Form.

Client Name:	Patient ID:
Date of Success Being Reported:	
Interval Prior to Success Being Reported:	
<input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 9 months <input type="checkbox"/> 12 months	

Please complete to the best of your knowledge

Number of days homeless	
Number of days in jail	
5150 incidents	
ER visits	
Number of FPD contacts	
Number of EMS contacts	
Law enforcement contacts (not including FPD contacts)	
Minutes of Mental Health services provided	
Number of admissions to crisis unit (CSU)	

Other significant events prior to reported success:

--

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. NON-DISCRIMINATION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. All standards must be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.
 - Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
 - Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, and social support.
 - Documentation will describe client's strengths in achieving client plan goals.
 - Special status situations that present a risk to clients or others will be prominently documented and updated as appropriate.
 - Documentations will include medications that have been described by mental health plan physicians, dosage of each medication, dates of initial prescriptions and refills, and documentations of informed consent for medications.
 - Client self-report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented.
 - A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultations reports.
 - For children and adolescents, pre-natal and perinatal events and complete developmental history will be documented.
 - Documentations will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
 - A relevant mental status examination will be documented.
 - A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history mental status evaluation and/or other assessment data.
2. Timeliness/Frequency Standard for Assessment
 - An assessment will be completed at intake and updated as needed to document changes in the client's condition.
 - Client conditions will be assessed at least annually and, in most cases, at more frequent intervals.

B. Client Plans**1. Client plans will:**

- have specific observable and/or specific quantifiable goals
- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by:
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
 - when the client plan is used to establish that the services are provided under the direction of an approved category of staff, and if the below staff are not the approved category,
 - a physician
 - a licensed/ “waivered” psychologist
 - a licensed/ “associate” social worker
 - a licensed/ registered/marriage and family therapist or
 - a registered nurse
- In addition,
 - client plans will be consistent with the diagnosis, and the focus of intervention will be consistent with the client plan goals, and there will be documentation of the client’s participation in and agreement with the plan. Examples of the documentation include, but are not limited to, reference to the client’s participation and agreement in the body of the plan, client signature on the plan, or a description of the client’s participation and agreement in progress notes.
 - client signature on the plan will be used as the means by which the CONTRACTOR(S) documents the participation of the client
 - when the client’s signature is required on the client plan and the client refuses or is unavailable for signature, the client plan will include a written explanation of the refusal or unavailability.
- The CONTRACTOR(S) will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually
- The CONTRACTOR(S) will establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that must be contained in the client record related to the client's progress in treatment include:
 - The client record will provide timely documentation of relevant aspects of client care
 - Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
 - All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
 - All entries will include the date services were provided
 - The record will be legible
 - The client record will document follow-up care, or as appropriate, a discharge summary

D. Timeliness/Frequency of Progress Notes:

1. Progress notes shall be documented at the frequency by type of service indicated below:
 - Every Service Contact
 - Mental Health Services
 - Medication Support Services
 - Crisis Intervention

Medi-Cal Organizational Provider Standards

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the County to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.
 - D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

G. Policies and procedures are in place for dispensing, administering and storing medications.

11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Mental Health's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Mental Health's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
 - The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where should the forms be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:
- DBH Division Manager
- Copy to DBH Housing Coordinator or designee

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:**2. Method of investigation:** (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees) _____

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* _____ *inconsequential* _____ *consequential* _____ *death* _____ *not applicable* _____ *unknown* _____

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

PROVIDER SITE RE/CERTIFICATION PROTOCOL

COUNTY: _____ DATE: _____

PROVIDER NUMBER: NAME: ADDRESS: PHONE NUMBER:		DAYS/HOURS OF OPERATION:	
TYPE OF REVIEW <i>(Please specify):</i>	<input type="checkbox"/> CERTIFICATION	<input type="checkbox"/> RECERTIFICATION	
DMH REVIEWERS:		COUNTY/ PROVIDER REPRESENTATIVES:	
* SERVICES PROVIDED <i>(Compare services to original application and DMH Provider File prior to review)</i>			
<input type="checkbox"/> Psychiatric Health Facility 05/20	<input type="checkbox"/> Day Treatment Intensive (half day) 10/81	<input type="checkbox"/> Targeted Case Management 15/01	
<input type="checkbox"/> Adult Crisis Residential 05/40	<input type="checkbox"/> Day Treatment Intensive (full day) 10/85	<input type="checkbox"/> Mental Health Services 15/10-19; 30-59	
<input type="checkbox"/> Adult Residential 05/65	<input type="checkbox"/> Day Treatment Rehab. (half day) 10/91	<input type="checkbox"/> Therapeutic Behavioral Services (TBS) 15/58	
<input type="checkbox"/> Crisis Stab. Emergency Room 10/20	<input type="checkbox"/> Day Treatment Rehab. (full day) 10/95	<input type="checkbox"/> Medication Support 15/60	
<input type="checkbox"/> Crisis Stab. Urgent Care 10/25		<input type="checkbox"/> Crisis Intervention 15/70	
<i>(List the names, addresses, phone numbers, and hours of operation of school and satellite sites and indicate which sites store medications or provide day treatment.)</i>			

* See Attachment A for definitions of these services

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 1: POSTED BROCHURES AND NOTICES		Criteria Met	
EVALUATION CRITERIA	YES	NO	COMMENTS
<p>1) Regarding written information in English and the threshold languages to assist beneficiaries in accessing specialty mental health services, at a minimum, does the provider have the following information available:</p> <p>A) The beneficiary brochure per MHP procedures?</p> <p>B) The provider list per MHP procedures?</p> <p>C) The posted notice explaining grievance, appeal, and fair hearings processes?</p> <p>D) The grievance forms, appeal forms, and self-addressed envelopes?</p> <p><i>CCR, Title 9, Chapter 11, Section 1850.205 (c)(1) (B) (C); MHP Contract, Exhibit A, Attachment 1, Section V</i></p>			<p><u>NOTE</u>: Prior to site visit, check threshold language(s) requirements for this provider.</p> <p><u>NOTE</u>: The informing materials (beneficiary brochure and provider list) must be available upon intake and upon request in English and in threshold languages onsite or in a manner approved by the MHP.</p> <p><u>NOTE</u>: There must be a posted notice explaining the grievance, appeal, and fair hearings processes in English and in the threshold language(s).</p> <p><u>NOTE</u>: There must be grievance forms and appeal forms in English and the threshold language(s) and self addressed envelopes available without the need to make a verbal or written request.</p>
Category 2: LICENSES/CERTIFICATION—ADULT AND CRISIS RESIDENTIAL TREATMENT FACILITIES			
<p>2) Is the provider currently licensed by the State Department of Social Services and currently certified by the State DMH?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 1</i></p>			<p><u>NOTE</u>: N/A if not an Adult or Crisis Residential Treatment facility.</p> <p><u>NOTE</u>: Adult and Crisis Residential Treatment facilities must be licensed as a Social Rehabilitation Facility or Community Care Facility by the State Department of Social Services and certified as a Social Rehabilitation Program by the State DMH.</p> <ul style="list-style-type: none">View current license and certification.
Category 3: FIRE SAFETY INSPECTION			
<p>3) Does the provider have a fire safety inspection that meets local fire codes?</p> <p><i>MHP Contract, Exhibit A, Attachment 1, Appendix D. Item 2</i></p>			<p><u>NOTE</u>: The facility cannot be certified without a fire safety inspection that meets local fire codes.</p> <p><u>NOTE</u>: A new fire safety inspection may be required if the facility undergoes major renovation or other structural changes.</p> <p><u>NOTE</u>: Efforts should be made to have the facility re-inspected prior to the tri-ennial recertification onsite visit. Review evidence of efforts.</p> <p><u>NOTE</u>: Review local fire code requirements to determine reinspection schedule.</p>

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 4: PHYSICAL PLANT	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
4) Is the facility and its property clean, sanitary, and in good repair? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 3</i>			<ul style="list-style-type: none">• Make a tour of the facility.• Observe the building and grounds for actual and potential hazards.
Category 5: POLICIES AND PROCEDURES			
5) Does the provider have the following policies and procedures: A) Protected Health Information? <i>MHP Contract, Exhibit D, Section 6; W&IC Section 5328</i>			<ul style="list-style-type: none">• Verify that confidentiality of beneficiary information is maintained and is consistent with HIPAA requirements.
B) Personnel policies and procedures? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 5</i>			
C) General operating procedures? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 5</i>			
D) Maintenance policy to ensure the safety and well being of beneficiaries and staff? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D Item 4</i>			<ul style="list-style-type: none">• Review the building maintenance policy or agreement.

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 5: POLICIES AND PROCEDURES		Criteria Met	
EVALUATION CRITERIA	YES	NO	COMMENTS
E) Service delivery policies? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 5</i>			<u>NOTE</u> : For Day Treatment, refer to Categories 9 and 10 of this protocol. <u>NOTE</u> : Written program description must describe the specific activities of the service. • Review the written program description of services provided.
F) Unusual occurrence reporting procedures relating to health and safety issues? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 5</i>			
G) Written procedures for referring individuals to a psychiatrist when necessary, or to a physician who is not a psychiatrist, if a psychiatrist is not available? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 8</i>			
Category 6: HEAD OF SERVICE			
6) Does the provider have a Head of Service that meets <u>CCR</u> , Title 9, Sections 622-630 requirements? <i>MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 9</i>			<u>NOTE</u> : Request a copy of the Head of Service’s current license or, if a Mental Health Rehabilitation Specialist (MHRS), a resume or certification by the MHP that the Head of Service meets Title 9 requirements to be a MHRS. <u>NOTE</u> : Review Sections 622-630 for specific requirements. (See Attachment A for specifics.)

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 7: CRISIS STABILIZATION		Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS	
<p>7) Regarding Crisis Stabilization services:</p> <p>A) Does the provider have qualified staff available to meet the 4:1 (client: staff) ratio during times Crisis Stabilization services are provided?</p>			<ul style="list-style-type: none"> Review policies and procedures that should make clear how A-G will be assured. Review staffing patterns for A-G. <p><u>NOTE:</u> At a minimum there must be a ratio of at least one licensed/waivered/registered mental health professional on site for each four beneficiaries or other patients receiving Crisis Stabilization services.</p> <ul style="list-style-type: none"> Review staff licenses/waivers/registrations and information on service activity to show compliance with 4:1 ratio. 	
<p>B) Does the provider have at least one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are receiving Crisis Stabilization services?</p>			<ul style="list-style-type: none"> Review for staffing availability 	
<p>C) Does the provider have medical backup services available either on site or by written contract or agreement with a hospital?</p>			<p><u>NOTE:</u> Medical backup means immediate access within reasonable proximity to health care for medical emergencies.</p> <p><u>NOTE:</u> Immediate access and reasonable proximity is to be defined by the Mental Health Plan.</p> <p><u>NOTE:</u> A physician must be on call at all times for the provision of those Crisis Stabilization Services which can only be provided by a physician.</p>	

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 7: CRISIS STABILIZATION		Criteria Met		
EVALUATION CRITERIA		YES	NO	COMMENTS
D) Does the provider have medications available on an as needed basis and the staffing available to prescribe or administer it?				
E) Do all beneficiaries receiving Crisis Stabilization services receive a physical and mental health assessment?				
F) If a beneficiary is evaluated as needing service activities that can only be provided by a specific type of licensed professional, does the provider make such persons available?				<u>NOTE</u> : To the extent resources are available, if outside services are needed, a referral corresponding with the beneficiary's needs must be made.
G) If Crisis Stabilization services are co-located with other specialty mental health services, does the provider use staff providing Crisis Stabilization that are separate and distinct from persons providing other services?				<u>NOTE</u> : Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.
<i>CCR, Title 9, Sections 1840.338 and 1840.348; MHP Contract, Exhibit A, Attachment 1, Appendix D, Item 7</i>				

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 8: PHARMACEUTICAL SERVICES	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
8) Are there policies and procedures in place for dispensing, administering, and storing medications for each of the following and do practices match policies and procedures: A) Are all medications obtained by prescription labeled in compliance with federal and state laws?			<ul style="list-style-type: none"> Review policies and procedures for A-F. <p><u>NOTE:</u> Prescription labels may be altered only by persons legally authorized to do so.</p>
B) Are medications intended for external-use-only stored separately?			
C) Are all medications stored at proper temperatures: <ul style="list-style-type: none"> Room temperature medications at 59-86 degrees F? Refrigerated medications at 36-46 degrees F? 			
D) Are medications stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication?			
E) Are medications disposed of after the expiration date?			<p><u>NOTE:</u> IM multi-dose vials must be dated and initialed when opened.</p>
F) Is a medication log maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned medications in a manner consistent with state and federal laws? <i>MHP Contract, Exhibit A, & Attachment 1, Appendix D, Item 10A-F</i>			

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 9: INTENSIVE DAY TREATMENT PROGRAM COMPONENTS		Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS	
9) Is evidence presented and/or does the written description of the Intensive Day Treatment program include the following components:				
A) Community meetings that:				
1) Occur at least once a day?				
2) Includes a staff whose scope of practice includes psychotherapy?				
3) Address relevant items including, but not limited to, what the schedule for the day will be, any current event, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up.				
B) Therapeutic milieu that:				
1) Meets minimum program hours per day requirement?			<u>NOTE</u> : Full-Day minimum is four plus hours per day and Half Day minimum is three hours per day.	
2) Is continuous?			<u>NOTE</u> : Program must be continuous except for lunch and short breaks; but lunch and break time do not count in the program time.	
3) Includes skill building groups, adjunctive therapies, and psychotherapy for average daily/weekly hour requirements for two hours/half-day and three hours/full-day program?			<u>NOTE</u> : Skill building groups help beneficiaries identify psychiatric and psychological barriers to attaining their objectives and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors. <u>NOTE</u> : Adjunctive therapies utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention.	

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 9: INTENSIVE DAY TREATMENT PROGRAM COMPONENTS		Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS	
C) Protocol for responding to clients experiencing a mental health crisis?			<p><u>NOTE:</u> The protocol must assure the availability of appropriately trained and qualified staff. If beneficiaries will be referred to crisis services outside of the day treatment program, the provider must have the capacity to handle the crisis until the beneficiary is linked to outside crisis services.</p>	
D) A detailed written weekly schedule?			<p><u>NOTE:</u> The schedule must identify when and where the service components will be provided and by whom.</p> <p><u>NOTE:</u> The schedule must specify the program staff, their qualifications, and the scope of their responsibilities.</p>	
E) How required staffing ratios of qualified staff are maintained?			<p><u>NOTE:</u> Staffing ratio is eight clients (M/C and non M/C) to one staff during the period the program is open.</p> <p><u>NOTE:</u> List of qualified staff are as follows: Physician, licensed/waivered psychologist, licensed/waivered/registered social worker, licensed/waivered/registered Marriage and Family Therapist, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician, Occupational Therapist, and Mental Health Rehabilitation Specialist.</p> <p><u>NOTE:</u> If over 12 clients, must have at least one person from each of two of the above groups of qualified staff.</p> <ul style="list-style-type: none"> • Check staffing pattern. • Check the daily client census log. 	
F) Description of how at least one staff person will be present and available to the group in the therapeutic milieu for all scheduled hours of operation?				

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 9: INTENSIVE DAY TREATMENT PROGRAM COMPONENTS	Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS
G) If staff have other responsibilities (group home, school), documentation of the scope of responsibilities and the specific times in which day treatment activities are being performed exclusive of other activities?			<u>NOTE</u> : Persons who are not solely used to provide day treatment services may be utilized according to program need, but shall not be included as part of the ratio formula. • Check the provider's staffing pattern, duties and responsibilities of these staff, as well as hours of operation of the program.
H) An expectation that the beneficiary will be present for all scheduled hours of operation for each day and that beneficiaries are present at least 50% of the scheduled hours of operation/day before Federal Financial Participation (FFP) will be claimed for that day?			
I) Description of how documentation standards will be met?			<u>NOTE</u> : Documentation standards are: Daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, licensed/ waived/registered psychologist, licensed/waivered/registered social worker, licensed/waivered/registered Marriage and Family Therapist, Registered Nurse, who is either staff to the day treatment program or the person directing the service. • Check beneficiary records as needed.
J) Description of at least one contact per month with a family member, caregiver, significant support person, or legally responsible adult? <i>CCR, Title 9, Section 1810.213, Section 1840.318 (a)(b)(1)(2), and Section 1840.350(a)&(c); DMH Contract, Exhibit A, Attachment 1, Section X, 1a-h, Attachment 1, Appendix C, and Appendix D, No. 11; DMH Letter No. 03-03.</i>			<u>NOTE</u> : Adult beneficiaries may choose to not have this service done for them. <u>NOTE</u> : There is an expectation that this contact will occur outside the hours of operation and therapeutic milieu. <u>NOTE</u> : The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 10: DAY REHABILITATION PROGRAM COMPONENTS		Criteria Met		
EVALUATION CRITERIA		YES	NO	COMMENTS
10) Is evidence presented and/or does the written description of the Day Rehabilitation Treatment program include the following components:				
A) Community meetings that:				<u>NOTE:</u> Qualified staff means a physician, licensed/waivered/registered psychologist, LCSW, MFT, RN, PT, LVN, or Mental Health Rehabilitation Specialist.
1) Occur at least once a day?				
2) Includes a qualified staff?				
3) Includes skill building groups, adjunctive therapies, and psychotherapy for average daily/weekly hour requirements for two hours/half-day and three hours/full-day program?				<u>NOTE:</u> Skill building groups help beneficiaries identify psychiatric and psychological barriers to attaining their objectives and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors. <u>NOTE:</u> Adjunctive therapies utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention.
4) Address relevant items including, but not limited to, what the schedule for the day will be, any current event, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up.				
B) Therapeutic milieu that:				<u>NOTE:</u> Full-Day minimum is four plus hours/day and Half Day minimum is three hours/day.
1) Meets minimum program hours/day requirement?				
2) Is continuous?				<u>NOTE:</u> Program must be continuous except for lunch and short breaks; but lunch and break time do not count in the program time.
3) Includes skill building groups, adjunctive therapies, and process groups (or psychotherapy) for two hours/half-day and three hours/full-day program?				<u>NOTE:</u> Skill building groups help beneficiaries identify psychiatric and psychological barriers to attaining their objectives and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors. <u>NOTE:</u> Adjunctive therapies utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention. <u>NOTE:</u> Process groups help beneficiaries develop skills to deal with problems and issues by using the group process to provide peer interaction and feedback in resolving problems.

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 10: DAY REHABILITATION PROGRAM COMPONENTS		Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS	
A) Protocol for responding to clients experiencing a mental health crisis?			<p><u>NOTE</u>: The protocol must assure the availability of appropriately trained and qualified staff. If beneficiaries will be referred to crisis services outside of the day treatment program, the provider must have the capacity to handle the crisis until the beneficiary is linked to outside crisis services.</p>	
B) A detailed written weekly schedule?			<p><u>NOTE</u>: The schedule must identify when and where the service components will be provided and by whom.</p> <p><u>NOTE</u>: The schedule must specify the program staff, their qualifications, and the scope of their responsibilities.</p>	
C) How required staffing ratios of qualified staff are maintained?			<p><u>NOTE</u>: Staffing ratio is ten clients (M/C and non M/C) to one staff during the period the program is open.</p> <p><u>NOTE</u>: List of qualified staff are as follows: Physician, licensed/waivered psychologist, licensed/waivered/registered social worker, licensed/waivered/registered Marriage and Family Therapist, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician, Occupational Therapist, and Mental Health Rehabilitation Therapist.</p> <p><u>NOTE</u>: If over 12 clients, must have at least one person from each of two of the above groups of qualified staff</p> <ul style="list-style-type: none"> • Check staffing pattern. • Check the daily client census log. 	
D) Description of how at least one staff person will be present and available to the group in the therapeutic milieu for all scheduled hours of operation?				

PROVIDER SITE RE/CERTIFICATION PROTOCOL

Category 10: DAY REHABILITATION PROGRAM COMPONENTS		Criteria Met		
EVALUATION CRITERIA	YES	NO	COMMENTS	
E) If staff have other responsibilities (group home, school), documentation of the scope of responsibilities and the specific times in which day treatment activities are being performed exclusive of other activities?			<u>NOTE:</u> Persons who are not solely used to provide day treatment services may be utilized according to program need, but must not be included as part of the ratio formula. <ul style="list-style-type: none"> Check the provider's staffing pattern, duties and responsibilities of these staff, as well as hours of operation of the program. 	
F) An expectation that the beneficiary will be present for all scheduled hours of operation for each day and that beneficiaries are present at least 50% of the scheduled hours of operation/day before claiming FFP for that day?				
G) Description of how documentation standards will be met?			<ul style="list-style-type: none"> Check beneficiary records as needed. 	
H) Description of at least one contact per month with a family member, caregiver, significant support person, or legally responsible adult? <i>CCR, Title 9, Section 1810.213, Section 1840.318 (a)(b)(1)(2), and Section 1840.352(a)&(c); DMH Contract, Exhibit A, Attachment 1, Section X, 1a-h, Attachment 1, Appendix C, and Appendix D, No. 11; DMH Letter No. 03-03.</i>			<u>NOTE:</u> Adult beneficiaries may choose to not have this service done for them. <u>NOTE:</u> There is an expectation that this contact will occur outside the hours of operation and therapeutic milieu. <u>NOTE:</u> The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.	

PROVIDER SITE RE/CERTIFICATION PROTOCOL

IF APPLICABLE, DATE PLAN OF CORRECTION REQUIRED:

(Plan of Correction required for each item where criteria not met. See Plan of Correction for details.)

IF APPLICABLE, DATE PLAN OF CORRECTION APPROVED:

a) Date certification application received in regional Medi-Cal Oversight office

b) Date of fire clearance

c) Date provider was operational

DATE RE/CERTIFICATION APPROVAL DATE: *(Certification date is the latest date all of the following are in place:*

a) Date certification application received in regional Medi-Cal Oversight office, b) date of fire clearance, c) date provider was operational.)

COMMENTS:

REPORT COMPLETED BY: _____

DATE: _____

FRESNO COUNTY MENTAL HEALTH PLAN

GRIEVANCES AND INCIDENT REPORTING

Grievances

Fresno County Mental Health Plan (MHP) provides beneficiaries with a grievance and appeal process and an expedited appeal process to resolve grievances and disputes at the earliest and the lowest possible level.

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file for a State Fair Hearing

The MHP has developed a Consumer Guide, a beneficiary rights poster, a grievance form, an appeal form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.

Beneficiaries have the right to use the grievance and/or appeal process without any penalty, change in mental health services, or any form of retaliation. All Medi-Cal beneficiaries can file an appeal or state hearing.

Grievances and appeals forms and self addressed envelopes must be available for beneficiaries to pick up at all provider sites without having to make a verbal or written request. Forms can be sent to the following address:

Fresno County Mental Health Plan
P.O. Box 712
Fresno, CA 93712
(800) 654-3937 (for more information)
(559) 488-3055 (TTY)

Provider Problem Resolution and Appeals Process

The MHP uses a simple, informal procedure in identifying and resolving provider concerns and problems regarding payment authorization issues, other complaints and concerns.

Informal provider problem resolution process – the provider may first speak to a Provider Relations Specialist (PRS) regarding his or her complaint or concern.

The PRS will attempt to settle the complaint or concern with the provider. If the attempt is unsuccessful and the provider chooses to forego the informal grievance process, the provider will be advised to file a written complaint to the MHP address (listed above).

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has begun, when the complaint concerns a denied or modified request for MHP payment authorization, or the process or payment of a provider's claim to the MHP.

Payment authorization issues – the provider may appeal a denied or modified request for payment authorization or a dispute with the MHP regarding the processing or payment of a provider's claim to the MHP. The written appeal must be submitted to the MHP within 90 calendar days of the date of the receipt of the non-approval of payment.

The MHP shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

If the appeal concerns a denial or modification of payment authorization request, the MHP utilizes a Managed Care staff who was not involved in the initial denial or modification decision to determine the appeal decision.

If the Managed Care staff reverses the appealed decision, the provider will be asked to submit a revised request for payment within 30 calendar days of receipt of the decision

Other complaints – if there are other issues or complaints, which are not related to payment authorization issues, providers are encouraged to send a letter of complaint to the MHP. The provider will receive a written response from the MHP within 60 calendar days of receipt of the complaint. The decision rendered by the MHP is final.

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

- The Incident Report must be completed for all incidents involving clients. The staff person who becomes aware of the incident completes this form, and the supervisor co-signs it.
- When more than one client is involved in an incident, a separate form must be completed for each client.

Where the forms should be sent - within 24 hours from the time of the incident

- Incident Report should be sent to:
- DBH Program Supervisor

INCIDENT REPORT WORKSHEET

When did this happen? (date/time) _____ Where did this happen? _____

Name/DMH # _____

1. Background information of the incident:

2. Method of investigation: (chart review, face-to-face interview, etc.)

Who was affected? (If other than consumer) _____

List key people involved. (witnesses, visitors, physicians, employees)

3. Preliminary findings: How did it happen? Sequence of events. Be specific. If attachments are needed write comments on an 8 1/2 sheet of paper and attach to worksheet.

Outcome severity: *Nonexistent* ☐ *inconsequential* ☐ *consequential* ☐ *death* ☐ *not applicable* ☐ *unknown* ☐

4. Response: a) corrective action, b) Plan of Action, c) other

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

**Fresno County Mental Health Plan
Compliance Program**

Policy and Procedure

Subject: **Code of Conduct**
Effective Date: **August 1, 2004**
Revision Date: **July 9, 2010**

POLICY:

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules, and guidelines that apply to its mental health operations and services. At the core of this commitment are Fresno County's employees, contractors (including contractor's employees/subcontractors), volunteers and students, also referred to as "Covered Persons", and the manner in which they conduct themselves. To assure that Fresno County's commitment is shared by all Covered Persons, this Code of Conduct (the "Code") has been established. All Covered Persons will be required to acknowledge and certify their compliance to this Code.

PURPOSE:

To provide specific conduct standards prescribed by the Fresno County Mental Health Plan Compliance Program. This Code of Conduct is maintained in addition to the County's Code of Ethics already in effect.

DEFINITIONS:

Covered Persons – All employees, contractors (including contractor's employees and subcontractors), volunteers and students working in behavioral/mental health programs.

Excluded Person – Any Covered Person who is or may become suspended, excluded, or ineligible from participation in any Federal healthcare program.

PROCEDURE:

1. A copy of the Code of Conduct (see **Attachment A**) will be provided to all Covered Persons at the time of their initial compliance training which must be provided within 30 business days of hire or contract effective date. This Code will also be provided during the annual General Compliance training or within 30 business days after any revision is finalized.
2. Upon initial receipt and review of the Code, Covered Persons shall certify their intention to abide by it by signing the Acknowledgement and Agreement form (see **Attachment B** for sample form). These signed forms will be retained by the Compliance Office. Covered Persons shall certify within 30 business days after distribution of a revised Code.
3. The Compliance Office will track these certifications and regularly report to the Compliance Committee and the Directors of the Departments of Behavioral Health and Public Health regarding progress towards 100% certification by all Covered Persons.
4. The Code will be prominently posted in all Fresno County and contractor mental health facilities and sites.
5. This Code is not intended to be an exhaustive list of all standards by which Covered Persons are to be governed. Rather, it is intended to convey the County's commitment to the high standards set forth by the County.

**Fresno County Mental Health Plan – (Attachment A)
Compliance Program**

CODE OF CONDUCT:

All Fresno County Behavioral/Mental Health Employees, Contractors (including Contractor's Employees/Subcontractors), Volunteers and Students will:

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. 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. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of this Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. 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.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

FRESNO COUNTY MENTAL HEALTH PLAN COMPLIANCE PROGRAM

Acknowledgment and Agreement – (Attachment B)

I hereby acknowledge that I have received, read and understand Fresno County's Code of Conduct, Code of Ethics (County employees only), and have received training and information on the Compliance Program and understand the contents thereof. I further acknowledge that I have received, read and understand the Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I agree to abide by the Code of Conduct, Code of Ethics (County employees only) and all Compliance Program requirements as they apply to my responsibilities as a County employee, contractor/subcontractor, volunteer or student.

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct, Code of Ethics (County employees only), 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 these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

Discipline (for licensed staff only): ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT ☐ JNP ☐ RN ☐ LVN ☐ LPT

Department: DBH: ☐ Adult MH ☐ Children MH ☐ Business Office/ISD ☐ Managed Care ☐ MHSA
☐ Public Health ☐ Other: _____

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ____/____/____

Phone: _____

Contractors/Contractor Staff, Volunteers, Students only – Complete this Section

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Unlicensed: ☐ Psychologist ☐ ASW ☐ IMF

Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ____/____/____

Phone: _____

MEDI-CAL ORGANIZATIONAL PROVIDER STANDARDS

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets applicable state and federal standards.
7. The organization provider has staffing adequate to allow the COUNTY to claim federal financial participation for the services the Provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional of other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.
 - C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.
 - D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
 - E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.

11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Mental Health's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Mental Health's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
 - The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

ENTER PROGRAM NAME
ENTER AGENCY NAME
ENTER FISCAL YEAR

Budget Categories -		FTE %	Total Proposed Budget		
Line Item Description (Must be itemized)			Admin.	Direct	Total
PERSONNEL SALARIES:					
0001	Title	0.00			\$0
0002	Title	0.00			\$0
0003	Title	0.00			\$0
0004	Title	0.00			\$0
0005	Title	0.00			\$0
0006	Title	0.00			\$0
0007	Title	0.00			\$0
0008	Title	0.00			\$0
0009	Title	0.00			\$0
0010	Title	0.00			\$0
0011	Title	0.00			\$0
0012	Title	0.00			\$0
SALARY TOTAL		0.00	\$0	\$0	\$0
PAYROLL TAXES:					
0030	OASDI				\$0
0031	FICA/MEDICARE				\$0
0032	SUI				\$0
PAYROLL TAX TOTAL			\$0	\$0	\$0
EMPLOYEE BENEFITS:					
0040	Retirement				\$0
0041	Workers Compensation				\$0
0042	Health Insurance (medical, vision, life, dental)				\$0
EMPLOYEE BENEFITS TOTAL			\$0	\$0	\$0
SALARY & BENEFITS GRAND TOTAL					\$0
FACILITIES/EQUIPMENT EXPENSES:					
1010	Rent/Lease Building				\$0
1011	Rent/Lease Equipment				\$0
1012	Utilities				\$0
1013	Building Maintenance				\$0
1014	Equipment purchase				\$0
FACILITY/EQUIPMENT TOTAL					\$0

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OPERATING EXPENSES:

1060	Telephone	\$0
1061	Answering Service	\$0
1062	Postage	\$0
1063	Printing/Reproduction	\$0
1064	Publications	\$0
1065	Legal Notices/Advertising	\$0
1066	Office Supplies & Equipment	\$0
1067	Household Supplies	\$0
1068	Food	\$0
1069	Program Supplies - Therapeutic	\$0
1070	Program Supplies - Medical	\$0
1071	Transportation of Clients	\$0
1072	Staff Mileage/vehicle maintenance	\$0
1073	Staff Travel (Out of County)	\$0
1074	Staff Training/Registration	\$0
1075	Lodging	\$0
1076	Other - (Identify)	\$0
1077	Other - (Identify)	\$0
OPERATING EXPENSES TOTAL		\$0

FINANCIAL SERVICES EXPENSES:

1080	Accounting/Bookkeeping	\$0
1081	External Audit	\$0
1082	Liability Insurance	\$0
1083	Administrative Overhead	\$0
1084	Payroll Services	\$0
1085	Professional Liability Insurance	\$0
FINANCIAL SERVICES TOTAL		\$0

SPECIAL EXPENSES (Consultant/Etc.):

1090	Consultant (network & data management)	\$0
1091	Translation Services	\$0
1092	Medication Supports	\$0
SPECIAL EXPENSES TOTAL		\$0

FIXED ASSETS:

1190	Computers & Software	\$0
1191	Furniture & Fixtures	\$0
1192	Other - (Identify)	\$0
FIXED ASSETS TOTAL		\$0

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NON MEDI-CAL CLIENT SUPPORT EXPENSES:

2000	Client Housing Support Expenditures (SFC 70)	\$0
2001	Client Housing Operating Expenditures (SFC 71)	\$0
2002.1	Clothing, Food & Hygiene (SFC 72)	\$0
2002.2	Client Transportation & Support (SFC 72)	\$0
2002.3	Education Support (SFC 72)	\$0
2002.4	Employment Support (SFC 72)	\$0
2002.5	Respite Care (SFC 72)	\$0
2002.6	Household Items	\$0
2002.7	Utility Vouchers (SFC 72)	\$0
2002.8	Child Care (SFC 72)	\$0
NON MEDI-CAL CLIENT SUPPORT TOTAL		\$0
TOTAL PROGRAM EXPENSES		\$0

MEDI-CAL REVENUE:

	Units of Service	Rate	\$ Amount
3000	Mental Health Services (Individual/Family/Group Therapy)	0	\$0.00
3100	Case Management	0	\$0.00
3200	Crisis Services	0	\$0.00
3300	Medication Support	0	\$0.00
3400	Collateral	0	\$0.00
3500	Plan Development	0	\$0.00
3600	Assessment	0	\$0.00
3700	Rehabilitation	0	\$0.00
Estimated Medi-Cal Billing Totals		0	\$0
% of Federal Financial Participation Reimbursement		0.00%	\$0
% of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement		0.00%	\$0
MEDI-CAL REVENUE TOTAL			\$0

OTHER REVENUE:

4000	Other - (Identify)	\$0
4100	Other - (Identify)	\$0
OTHER REVENUE TOTAL		\$0

MHSA FUNDS:

5000	Prevention & Early Intervention Funds	\$0
5100	Community Services & Supports Funds	\$0
5200	Innovation Funds	\$0
5300	Workforce Education & Training Funds	\$0
MHSA FUNDS TOTAL		\$0
TOTAL PROGRAM REVENUE		\$0

ENTER PROGRAM NAME
ENTER AGENCY NAME
ENTER FISCAL YEAR

PROGRAM EXPENSES**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

These amounts reflect FTE positions, part-time positions and whether the positions are administrative or direct service. Employee benefits should be limited to a maximum of 20% of total salaries.

(\$xxx,xxx.xx)

Facilities/Equipment Expenses – Line Items 1010-1014

Identify building lease/rent expenses, equipment (office equipment, vehicles, etc.). Attach copy of lease agreements if available.

(\$xxx,xxx.xx)

Operating Expenses - Line Items 1060-1077

Identify and detail the expenses for each item utilized for program.

(\$xxx,xxx.xx)

Financial Services Expenses – Line Items 1080-1085

Local and corporate administrative costs are limited to 15% of the total program budget. Copies of insurance policies are required.

(\$xxx,xxx.xx)

Special Expenses – Line Items 1090-1092

Detail each line item in Special Expenses.

(\$xxx,xxx.xx)

Fixed Assets – Line Items 1190-1193

Include all purchases over Five Thousand Dollars (\$5,000) including sales tax, and certain purchases under said amount such as camera, televisions, VCRs/DVDs and other sensitive items, made during the life of the Agreement resulting from this Request for Proposal, with funds paid pursuant to this Agreement and that will outlive the life of this Agreement.

(\$xxx,xxx.xx)

Non-Medi-Cal Client Support Expenses – Line Items 2000-2002.8

Detail any anticipated expenditures for clients.

(\$xxx,xxx.xx)

TOTAL PROGRAM EXPENSE: (\$X,XXX,XXX.XX)

ENTER PROGRAM NAME PER CONTRACT**ENTER AGENCY NAME****ENTER FISCAL YEAR****Medi-Cal Revenues - Line Item 3000-3700**

Medi-Cal Revenue projected based on Short-Doyle/Medi-Cal Reimbursement Rates. To follow are a series of tables that delineate the methodology for determining projected revenue. (For services to individuals under 21 years old).

Unduplicated Patient Caseload		#
Estimated Total Number of Unduplicated Patients (0-21 years) to be served		

Patient Caseload by Insurance Type	%		#
Medi-Cal			0
Uninsured - Sliding Fee Full Discount			0
Other			0
<i>Total Number of Unduplicated Patients</i>			0

Determining Units of Service for Medi-Cal Patients	#	#	#
Total Visits each Year for each Patient	Minutes	Patients	Units
Assessments Visit(s)/Patient @	minutes/each for a total of	0	0
Treatment Visit(s)/Patient @	minutes/each for a total of	0	0
Patient Exit Visit(s)/Patient @	minutes/each for a total of	0	0
<i>Total Number of Billable Minutes Per Year</i>		0	0

Determining Service Type for Medi-Cal Patients	%	#
	Units	Units
Mental Health Services (Individual/Family/Group Therapy)		0
Case Management		0
Crisis Services		0
Medication Support		0
Collateral		0
Plan Development		0
Assessment		0
Rehabilitation		0
<i>Total Number of Billable Minutes Per Year</i>		0%

Determining Reimbursement for Units of Service for Medi-Cal Patients	#	\$	\$
	Units	Unit Rate	Amount
Mental Health Services (Individual/Family/Group Therapy)	0		\$ -
Case Management	0		\$ -
Crisis Services	0		\$ -
Medication Support	0		\$ -
Collateral	0		\$ -
Plan Development	0		\$ -
Assessment	0		\$ -
Rehabilitation	0		\$ -
<i>Total Reimbursement for Billable Minutes Per Year</i>		0	\$ -

<i>Estimated % of Federal Financial Participation (FFP) Reimbursement</i>	<i>0%</i>
<i>Estimated % of Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Reimbursement</i>	<i>0%</i>

TOTAL ESTIMATED MEDI-CAL REVENUE	\$ -
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Other Revenues - Line Items 4000-4300**\$**

Other: Private Insurance - ____ patients @ ____ visits/yr/patient at \$ ____ a visit

MHSA FUNDS - Line Items 5000-5300**\$****TOTAL REVENUE****#VALUE!**

Mental Health Triage Personnel Grant Annual Fiscal Report

Fiscal Year: _____

County: _____

Date: _____

	Date Hired	Total Hours Worked	County Staff FTEs	County Staff	Contract Staff FTEs	Contract Staff
A. Expenditures						
1. Personnel Expenditures (Staff Title)						
a.	_____	_____	_____	\$ _____	_____	\$ _____
b.	_____	_____	_____	\$ _____	_____	\$ _____
c.	_____	_____	_____	\$ _____	_____	\$ _____
d.	_____	_____	_____	\$ _____	_____	\$ _____
e.	_____	_____	_____	\$ _____	_____	\$ _____
f.	_____	_____	_____	\$ _____	_____	\$ _____
g.	_____	_____	_____	\$ _____	_____	\$ _____
h.	_____	_____	_____	\$ _____	_____	\$ _____
i.	_____	_____	_____	\$ _____	_____	\$ _____
Total FTEs and Salaries				\$ _____	_____	\$ _____
Total Employee Benefits				\$ _____	_____	\$ _____
2. Total Personnel Expenditures						\$ _____
3. Evaluation						\$ _____
4. Direct						\$ _____
5. Indirect						\$ _____
6. County Administration Expenditures						\$ _____
7. Subtotal (Personnel, Evaluation, Admin)						\$ _____
B. Received Revenues						
1. Medi-Cal (FFP Only)						\$ _____
2. Other Revenue						\$ _____
3. Total Revenue						\$ _____
C. Grant Funding						
1. Total Awarded						\$ _____
2. Total Spent						\$ _____
3. Total Unspent						\$ _____

X_____
Signature of Mental Health/Behavioral Health Director or Designee_____
Date