

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

**NUMBER: 952-5344**

### 16-BED ACUTE INPATIENT PSYCHIATRIC HEALTH FACILITY (PHF)

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Issue Date: May 14, 2015

Closing Date: JUNE 17, 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 or e-mail [gcornuelle@co.fresno.ca.us](mailto: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, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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#### 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.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNED BY

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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

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

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

### 7. TIE BIDS:

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

### 8. PATENT INDEMNITY:

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

### 9. SAMPLES:

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

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

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

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

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

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

### 13. SPECIAL REQUIREMENT:

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

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. YEAR COMPLIANCE WARRANTY:

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

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

### 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,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno on behalf of the Department of Behavioral Health is requesting proposals from qualified organizations to operate a 16-bed acute inpatient psychiatric health facility (PHF) at its County owned facility on the UMC Campus (Kings Canyon/Cedar) in Fresno, California, with services beginning on January 1, 2016 through June 30, 2016 with four 12-month renewals.

The PHF is not considered a “no hostage facility”. The target population will include male and female clients, who are 18 years and older, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries; Medicare and Medicare/Medi-Cal beneficiaries; indigent/uninsured clients; and jail inmates who are referred by the Department of Behavioral Health (DBH), including DBH contract providers, or emergency rooms (aka emergency departments) to the PHF. There are approximately 4 or 5 jail inmates brought to the PHF each month and they will continue to be transported and supervised by the Sheriff’s correctional staff.

The selected vendor will be required to execute their own Agreements with subcontractors for applicable services (i.e. medications, X ray and EKG, dietary consultant, pharmacy consultant, etc.) required for the PHF under Title 22 regulations. However, the County will maintain its contracts for Patients’ Rights Advocacy services and Certification Review Hearing services.

A DBH Division Manager will monitor, evaluate, and provide oversight of the selected vendor’s PHF program. The DBH Division Manager shall also serve as a liaison between the selected vendor and the DBH.

### **Minimum Bidder Requirements**

Bidder must:

Be a non-profit corporation, for profit corporation, government or other legally constituted business entity qualified under federal and state regulations to provide acute inpatient psychiatric services in accordance with licensing requirements for the PHF.

The entity and its employees must be eligible to bill and receive payment for services rendered to Medi-Cal beneficiaries and other payer sources.

Have no record of unsatisfactory performance. Bidders who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the bidder, shall be presumed to be unable to meet this requirement.

Have the ability to maintain adequate files and records and meet statistical reporting requirements.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Meet other presentation and participation requirements listed in this RFP.



## DEFINITIONS

1. **Emergency Room Response Team (EERT)**: Mobile crisis intervention services available 24/7 by having mental health staff available on site to promptly respond to local hospital emergency rooms for patients who are deemed by law or qualified mental health professional staff as danger to self/danger to others/gravely disabled as the result of a mental health disorder.
2. **Acute Inpatient Psychiatric Services**: Addressed within the scope of this RFP.
3. **Community Wellness Services (Wellness Connection)**: Provides variety “levels of services” for up to 90 days and operates six days per week, Monday-Saturday, 9AM – 6PM for clients who are newly discharged from psychiatric hospitals, released from jail, brand new clients, who need to be assessed for the next level of service, or for current clients who have urgent needs but are not in crisis (i.e., run out of medications or need to talk to someone).
4. **Community Integration**: Provides outpatient mental health and substance abuse treatment services 24/7 for clients, who suffer from both substance abuse addiction and serious mental disabilities and those that are currently in an institution/custodial level of care setting.
5. **Client Information and Services System**: The Department of Health Care Services (DHCS) Client and Services Information (CSI) System collects data pertaining to mental health clients and the services they receive at the county level. Service data are collected from county operated clinic sites as well as provider sites for county-contracted services.
6. **Cultural Competence**: a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency or among client providers and professionals that enable that system, agency or those professional and client providers, to work effectively in cross-cultural situations.
7. **Department of Behavioral Health (DBH)**: Under State law, provides mental health and alcohol and drug treatment and prevention services to adult Fresno County residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, 24-hour care, outpatient services, case management, and crisis and referral services. Community services are provided in all sites and are readily accessible to most County adult residents.
8. **Recovery Model**: Mental health recovery is a journey of healing and transformation enabling a person with a mental health problems to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.
9. **The Fundamental Components of Recovery**:
  - a. **Self-Direction**: Clients lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path towards those goals.
  - b. **Individualized and Person-Centered**: There are multiple pathways to recovery based on an individual’s unique strengths and resiliencies as well as his or her needs,

preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.

- c. **Empowerment:** clients have the authority to choose from a range of options and to participate in all decisions—including the allocation of resources—that will affect their lives, and are educated and supported in so doing. They have the ability to join with other clients to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.
- d. **Holistic:** Recovery encompasses an individual's whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services, addictions treatment, spirituality, creativity, social networks, community participation, and family supports as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for client access to these supports.
- e. **Non-Linear:** Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the client to move on to fully engage in the work of recovery.
- f. **Strengths-Based:** Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, clients leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student, and employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.
- g. **Peer Support:** Mutual support—including the sharing of experiential knowledge and skills and social learning—plays an invaluable role in recovery. Clients encourage and engage other clients in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.
- h. **Respect:** Community, systems, and societal acceptance and appreciation of clients, including protecting their rights and eliminating discrimination and stigma, are crucial in achieving recovery. Self-acceptance and regaining belief in one's self are particularly vital. Respect ensures the inclusion and full participation of clients in all aspects of their lives.
- i. **Responsibility:** Clients have a personal responsibility for their own self-care and journeys of recovery. Taking steps towards their goals may require great courage. Clients must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.
- j. **Hope:** Recovery provides the essential and motivating message of a better future that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friends, providers, and others. Hope is the catalyst of the recovery process. Mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the texture of community life. The

community reaps the benefits of the contributions individuals with mental disabilities can make, ultimately becoming stronger and healthier.

10. **Request for Proposal (RFP)**: the document used to solicit a solution or solutions from potential vendors to a specific problem or need.
11. **Sentinel Event**: is an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. The phrase, "or the risk thereof" includes any process variation for which a recurrence would carry a significant chance of a serious adverse outcome. Such events are called "sentinel" because they signal the need for immediate investigation and response.

## KEY DATES

**RFP Issue Date:** **May 14, 2015**

**Vendor Conference:** **May 21, 2015 at 10:00 A.M.**  
*Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.* County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Deadline for Written Requests for Interpretations or Corrections of RFP:** **May 27, 2015 at 10:00 A.M.**  
E-Mail: [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us)

**RFP Closing Date:** **June 17, 2015 at 2:00 P.M.**  
County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Site Inspection** **Following Vendor Conference**  
Intensive Services  
4411 E. Kings Canyon Road  
Fresno, CA 93702

## TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

**TRADE SECRET ACKNOWLEDGEMENT**

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

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

Enter company name on appropriate line:

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

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

**ACKNOWLEDGED BY:**

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

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

\_\_\_\_\_  
Address

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

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

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

## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

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

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

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

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

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



**CERTIFICATION**

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

Signature:

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.

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(Authorized Signature)

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Title

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

## GENERAL REQUIREMENTS

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

**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, 3133 N. Millbrook Avenue, Fresno, California, 93703, Attention: Contracts Section, 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 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal 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 & SITE INSPECTION:** On **May 21, 2015 at 10:00 A.M.**, a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of **County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California**. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

The site inspection will begin following the vendor conference. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. **No variations or allowance from the contract sum will be made because of lack of such examination.** The inspection will be held at Intensive Services, 4411 E. Kings Canyon Road, Fresno, CA 93702. It is anticipated that it will take one (1) hour to complete

Bidders are to contact Gary E. Cornuelle, at (559) 600-7114 or [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us), if they are planning to attend so that all will be accommodated.

**NUMBER OF COPIES:** Submit **one (1) original, with two (2) \*reproducible compact discs and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete proposal excluding trade secrets. Compact discs 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 discs are 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 May 27, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

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

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

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

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods 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](http://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 operate the County's 16-bed acute inpatient psychiatric health facility (PHF) at its County-owned facility on the UMC Campus (Kings Canyon/Cedar) in Fresno, California with services beginning January 1, 2016 through June 30, 2016 with four 12-month renewals.

### TARGET POPULATION

The target population will include male and female clients, who are 18 years and older, who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal beneficiaries; Medicare and Medicare/Medi-Cal beneficiaries; indigent/uninsured clients; and jail inmates who are referred by the Department of Behavioral Health (DBH), DBH contract providers, or emergency rooms (aka emergency departments) to the PHF. There are approximately 4 or 5 jail inmates brought to the PHF each month and they will continue to be transported and supervised by the Sheriff's correctional staff.

In addition, Conservatees of the County that are placed in other residential settings and attending court in Fresno County will be temporarily placed at the PHF operated by the selected vendor until each such Conservatee's court proceeding is executed. The selected vendor shall work with the DBH Client Placement Team to execute placement of County Conservatees that are being discharged from the PHF operated by the selected vendor.

Medical clearance will be required for referred clients where there are indicators of an acute medical condition as determined by a medical screening with the understanding that the selected vendor shall allow direct admits from DBH programs or its contracted providers when PHF beds are available. However, in the event a referred client is known to possess a contagious medical condition, said client shall be medically cleared by a local hospital prior to admission to the PHF operated by the selected vendor.

The selected vendor's psychiatrist staff shall provide court testimony relevant to PHF clients when required.

The selected vendor will be responsible to comply with the requirements of the Fresno County Mental Health Plan (FCMHP) and must complete and submit a Treatment Authorization Request and the supporting documentation for all admissions regardless of payer source to the Fresno County Mental Health Plan. The FCMHP will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria as defined by the California Department of Mental Health (DMH) was met for each day of the hospitalization, except for the day of discharge. The FCMHP will approve medically necessary days and submit the TAR for payment in accordance with DMH requirements.

**CLIENT DATA**

Data on Acute psychiatric inpatient admissions to County’s PHF since FY 2012-13, including demographic data:

	<u>7/1/12 - 6/30/13</u>	<u>7/1/13 - 6/30/14</u>
<b><u>Indigent/Uninsured Clients</u></b>		
Total Admissions:	533	493
Total Length of Stay:	5,524	4,779
Average Length of Stay:	5 days	6 days
<b><u>Medi-Cal Beneficiaries</u></b>		
Total Admissions:	243	219
Total Length of Stay:	3,513	2,843
Average Length of Stay:	6 days	6 days
<b><u>Jail Inmates</u></b>		
Total Admissions:	38	36
Total Length of Stay:	295	281
Average Length of Stay:	6 days	5.3 days
<b><u>Client Ages</u></b>		
18 - 25 Years	67	29
26 - 40 Years	134	76
41 - 55 Years	76	38
> 55 Years	17	17
<b><u>Ethnicity</u></b>		
Latino	98	63
Native American	5	5
Caucasian/White	84	45
African American	68	33
Asian/Pacific Islander	28	9
Other Ethnicity	4	2
Unknown Ethnicity	3	1

**SERVICES**

Bidders are required to include and address the following in their response to said RFP for the PHF. Bidders may use the following link to navigate through the California Code of Regulations (CCR) which is referenced throughout the Scope of Work:

<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

**I. Bidders must demonstrate their readiness to provide services on January 1 2016.****II. The bidder will provide philosophy and program goals to include:**

- A. The PHF will include the following services:
1. Management of clients' acute psychiatric disorders and prepare clients to successfully use a less restrictive level of care.
  2. A clinical program which has appropriate professional staffing on a 24 hours/7 days a week basis.
  3. In general, client admissions are executed any time during operating hours (24 hours a day/7 days a week) when there are PHF beds available. Discharges are generally executed before 9:00 p.m. each day of the week.
  4. Provide a safe, secure environment for clients that encourage wellness and recovery.
  5. Provides for a comprehensive multi-disciplinary evaluation and treatment plan.
  6. Provides dietary services.
  7. Admission procedures for clients, who may be admitted on a voluntary or involuntary basis. Individuals who are on involuntary holds in accordance with Welfare and Institutions Code 5150 may be referred from hospital emergency rooms or by local law enforcement agencies or by licensed medical/mental health professionals certified by the County as 5150 Initial Evaluators.
  8. Treatment Planning - PHF staff shall provide the following services:
    - a. Mental Status Examination
    - b. Medical Evaluation
    - c. Psycho-Social Assessment
    - d. Nursing Assessment
    - e. Multi-Disciplinary Milieu Treatment Program
    - f. Individualized Focused Treatment Planning
    - g. Aftercare Planning
  9. Staffing
    - a. The staffing pattern for the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 22, Division 5, Chapter 9, Article 3, Section 77061 of the California Code of Regulations for psychiatric health facilities. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff, which requires state licensure



- or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
- b. All PHF staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the Fresno County Mental Health Plan (FCMHP) Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a FCMHP Provider Application and be credentialed by the FCMHP's Credentialing Committee. All licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Live scan fingerprinting) executed.
  - c. Peer and/or Family Support staff will be utilized on the treatment team to provide Peer/Family specific services to enhance the services provided by professional staff.
10. Medical Records and Mandated Reporting to the Office of State Health Planning and Development (OSHPD).
- a. The selected vendor will be required to develop and implement a medical record system which meets all state and federal requirements and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Fresno County Quality Improvement standard and Federal and State quality standards. Fresno County has an electronic medical record system (Avatar) and the expectation is that the provider will participate in this record keeping system.
  - b. The selected vendor will be responsible for accommodating appropriate and legal "release of information" requests for the facility and shall adhere to applicable Federal and State regulations in providing protected health information per such requests.
  - c. The selected vendor will be required to provide mandated reporting of patient information and admission/discharge data to the OSHPD and meet the submission deadlines on June 30 and December 31 each calendar year.
11. Organized Clinical Staff - The organized clinical staff shall be composed of all licensed mental health professionals as included in Title 22, Division 5, Chapter 9, Article 4, Section 77083 (Organized Clinical Staff) of the California Code of Regulations.
12. Organized Medical Staff - Vendors submitting a proposal shall meet the requirement for an organized medical staff pursuant to Title 22, Division 5, Chapter 9, Article 3, Section 77061 (Staffing) of the California Code of Regulations.
13. Pharmaceutical Services – selected vendors must provide for the level of pharmaceutical services as a PHF pursuant to Title 22, Section 5, Chapter 9, Article 3, 77079.1 through 77079.13 of the California Code of Regulations. If a selected vendor intends to utilize any type of automated dispensing system, the cost of that system and pharmacy consultants shall be included as part of the cost proposal.
14. Physical Health Care – selected vendor shall describe the means they intend to use to provide admission history and physical examination, provide dietary services and

- to have a written agreement for medical services with one or more general acute care hospitals.
15. Schedule of Active Therapies – selected vendor shall indicate the schedule of active therapies that will be provided as part of the clinical treatment program. The schedule shall include group therapies, skill development and client education activities, wellness and recovery focused treatment, family therapy, scheduled community meetings, recreational and exercise programs. The treatment team is expected to schedule client participation activities in a manner that is tailored to each client's individual needs.
  16. Utilization Review, Billing and Cost Report:
    - a. Selected vendor shall adhere to all utilization controls and obtain authorization for services in accordance with sections 5777(g) and 5578(n) of the California Welfare and Institutions Code and regulations adopted pursuant thereto (see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5775-5783> ) and shall notify the Department of any admission of a County client within 24 hours or the next business day in a manner approved by the County.
    - b. Selected vendor shall be responsible to insure that daily documentation entered in each client's medical record meets medical necessity criteria for those days submitted to County for payment.
    - c. Selected vendor shall enter all mental health data and billing information into the County data system (Avatar) and will be responsible for any and all audit exceptions pertaining to the delivery of services (see Cost Proposal section for more information).
    - d. Selected vendor shall submit a complete and accurate State of California Department of Health Care Services (DHCS)/Short-Doyle Medi-Cal Cost Report for each fiscal year ending June 30<sup>th</sup> affected by the proposed agreement within 90 days following the end of each fiscal year.
    - e. Selected vendor shall ensure that cost reports are prepared in accordance with general accounting principles and the standards set forth by the State DHCS and the County.
  17. Patients' Rights and Certification Review Hearings
    - a. Adopt and post in a conspicuous place a written policy on patient rights in accordance with section 70707 of Title 22 of the California Code of Regulations and section 5325.1 of the California Welfare and Institutions Code and Title 42 Code of Federal Regulations section 438.100.
    - b. Allow access to County clients by the Patients' Rights Advocate as designated by the County. The County will maintain its contract with the current Patients' Rights Advocate for these services.
    - c. Conduct Mental Health Certification Review Hearings in accordance with Welfare and Institutions Code 5250 through 5270.35 (see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5250-5259.3>) in a location within the facility that allows for confidentiality and is compatible with and is least disruptive to the treatment being provided to the County client. The County will maintain its contract with the current Mental Health Certification Review Hearing Officer.

18. Grievances and Incident Reports – selected vendor shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with Fresno County Mental Health Plan (FCMHP) policies and procedures (**Exhibit A**). The purpose of **Exhibit A** is to provide bidders with instructions and background information regarding the grievance process and incident reporting for FCMHP beneficiaries. Selected vendor shall provide a summary of the grievance log entries concerning County-sponsored clients to the DBH Director or designee at monthly intervals, by the fifteenth (15th) day of the following month, in a format that is mutually agreed upon. Selected vendor(s) shall post signs, provided by the County, informing clients of their right to file a grievance and appeal.
19. Selected vendor will notify County of all incidents or unusual occurrences reportable to state licensing bodies that affect County clients within twenty-four (24) hours. The selected vendor shall use the County Department Incident Report form for such reporting.
20. Within fifteen (15) days after each grievance or incident affecting County-sponsored clients, vendor shall provide County with the complaint and vendor(s)'s disposition of, or corrective action taken to resolve the complaint or incident.
21. Within fifteen (15) days after vendor(s) submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after vendor(s) receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, vendor(s) shall provide a summary of such plans and orders to County.

**III. Bidders will describe and include in the response to the RFP how the following program objectives will be accomplished.**

- A. Provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with an acute psychiatric disorder. Bidders are to explain cost containment strategies for the provision of stock and prescription medications to patients (i.e. use of a prescription assistance program, contracting with a pharmaceutical benefits management company, explain what type of formulary would be used, and elaborate on any co-pays and/or generic substitutions etc.).
- B. It is preferred that the selected vendor use the Department's current medication formulary for consistency purposes in the event that clients are discharged from the PHF and potentially linked to other outpatient programs within the Department. In addition, the selected vendor will be responsible for executing their own contract with a pharmaceutical benefit management (PBM) company or pharmacy. The selected vendor will not use, or be a part of, the Department's current agreement for PBM services. The current PHF operator is using an open formulary so psychotropic and health medications can be provided. The injectables currently utilized are Haldol and Prolixin. See **Exhibit B** which indicates different groupings of medications that are utilized by the current PHF operator as well as specific medications. As noted above, the PHF is set up on an open formulary so the listing within **Exhibit B** is not exhaustive.
- C. Provide the appropriate type and level of staffing to provide for a clinically effective program design.
- D. Provide an intensive treatment program which has individualized treatment plans.

- E. Stabilize clients as soon as possible in order to assist them in their recovery from mental illness.
- F. Effectively partner with other programs in accepting County clients for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.
- G. Identify County clients with frequent admissions during the fiscal year and develop strategies with other County and community agencies to reduce readmissions.
- H. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist clients to be discharged to the more appropriate level of care.
- I. Work effectively with the legal system to provide temporary conservatorship if necessary and appropriate for clients who require additional inpatient care.
- J. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those clients served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The selected bidder shall perform the following:
  - 1. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be achievable and realistic for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:
    - a. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
    - b. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;
    - c. Improvement in routine integrated screening, and identification in the data system of how many clients served have co-occurring issues;
    - d. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
    - e. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each client.

**IV. Bidders will describe and include in response to RFP the means by which cultural and linguistic competence requirements will be addressed:**

- A. Compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and 45 C.F.R. Part 80) and Executive Order 12250 of 1979 which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, national origin, sex, disability or religion. This is interpreted to mean that a limited English proficient (LEP) individual is entitled to equal access and participation in federally funded programs through the provision of comprehensive and quality bilingual services.
- B. Policies and procedures for ensuring access and appropriate use of trained interpreters and material translation services for all LEP clients, including, but not limited to, assessing the cultural and linguistic needs of its clients, training of staff on the policies

and procedures, and monitoring its language assistance program. The vendor (s) procedures must include ensuring compliance of any sub-contracted providers with these requirements.

- C. Vendor assurances that minors shall not be used as interpreters.
- D. The process and manner in which the vendor will conduct and submit to County an annual cultural and linguistic needs assessment to promote the provision and utilization of appropriate services for its diverse client population. The needs assessment report shall include findings and a plan outlining the proposed services to be improved or implemented as a result of the assessment findings, with special attention to addressing cultural and linguistic barriers and reducing racial, ethnic, language, abilities, gender and age disparities.
- E. Development of internal systems to meet the cultural and linguistic needs of the vendor's client census including the incorporation of cultural competency in the vendor's mission; establishing and maintaining a process to evaluate and determine the need for special - administrative, clinical, welcoming, billing, etc. - initiatives related to cultural competency.
- F. Develop recruitment and retention initiatives to establish contracted program staffing that is reflective and responsive to the needs of the program and target population.
- G. Establish designated staff person to coordinate and facilitate the integration of cultural competency guidelines and attend the Fresno County DBH Cultural Competency Committee monthly meetings. The designated person will provide an array of communication tools to distribute information to staff relating to cultural competency issues.
- H. Describe how the vendor will keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the vendor(s) maintains current information and an external perspective in its policies. The vendor(s) will evaluate the effectiveness of strategies and programs in improving the health status of cultural-defined populations.
- I. Ensure that an assessment of a client's sexual orientation is included in the bio-psychosocial intake process. Vendor(s) staff will assume that the population served may not be in heterosexual relationships. Gender sensitivity and sexual orientation must be covered in annual training.
- J. Describe how vendor(s) staff will utilize existing community supports, referrals to transgender support groups, etc., when appropriate.
- K. The vendor(s) is required to annually attend the Cultural Competence, Compliance, Billing, and Documentation training provided by DBH.
- L. The vendor(s) will report its efforts to evaluate cultural and linguistic activities as part of the vendor's ongoing quality improvement efforts in the monthly activities report. Reported information may include clients' complaints and grievances, results from client satisfaction surveys, and utilization and other clinical data that may reveal health disparities as a result of cultural and linguistic barriers.

## PROGRAM OUTCOMES

The following items listed below represent program goals to be achieved by the selected vendor in addition to vendor-developed outcomes. The program's success will be based on the number of goals it can achieve, resulting from performance outcomes. The selected vendor will utilize a computerized tracking system with which outcome measures and other relevant client data, such as demographics, will be maintained.

1. Behavioral Health Integrated Access - The time between client referral and admission to the PHF, wait-time/wait lists, penetration rate, no show rate, linkage-care coordination, and data-supported gaps in care.
2. Wellness, Recovery and Resiliency Supports – as measured by the Department's new Recovery 360\*.
3. Cultural/Community Defined Practices – suggested penetration rate for particular groups can be possibly used to measure.
4. Behavioral Health Clinical Care – Recovery 360 and fidelity of the program are examples.
5. Infrastructure Supports – i.e., cost effectiveness of services.
6. Effectiveness of discharge planning as demonstrated by the referral and linkage to the Department of Behavioral Health programs, community providers and other community resources.
7. Collaborative approach and treatment strategies to reduce readmission of clients with frequent readmissions to the facility.
8. Denial rate for PHF days that do not meet Medi-Cal medical necessity criteria as determined by the utilization review performed by the Fresno County Mental Health Plan.

\* Recovery 360 – this model of treatment provides psychosocial recovery to people who are looking for recovery from a mental illness working as a collaborative treatment team with professional supports (therapist and psychiatrist) as well as natural supports (family and friends). As trained mental health professionals, staff supports clients to develop and implement coping strategies for areas of clients' lives which their illnesses affect. Recovery 360 supports clients to create Individual Recovery Plans and guide clients down the path of freedom from mental illness.

A component of the Department's efforts in Recovery 360 includes Reaching Recovery Needs Level Assessment tools, which provide the ability to assess clients' needs/level of care. The assessment is self-scored and provides a recommendation of level of care ranging from most intensive to least intensive.

## COST PROPOSAL

The cost proposal shall provide a breakdown of anticipated expenses to operate the sixteen (16) bed PHF for an initial six (6) month period and four (4) subsequent twelve (12) month periods (**Exhibit G**). It is acknowledged that the daily census can fluctuate and bidders are to submit budgets that would reflect operation of the PHF at full capacity. The daily census can fluctuate anywhere from 12-16 patients depending on multiple variables. The intent of **Exhibit G** is to provide bidders with a framework for submitting requested budgets. Bidders are to include a budget narrative for each budget year. The budget narratives shall clearly explain the line items found within each budget. Bidders are to indicate their daily rate charge for each respective budget year submitted as indicated within **Exhibit G**. Expenses for items such as medication, food service, laundry, medical waste disposal, maintenance of durable medical equipment, dietary consultant services, x-ray and EKG services, and other applicable expenses (i.e. blood pressure cuffs, glucometers etc.) should be disclosed within cost proposals. Bids must be responsible and cost effective and at no time will the cost exceed the maximum compensation agreed to by the County and the selected vendor. All revenues generated shall partially offset costs associated with budget expenditures.

With regard to computers, the selected vendor will supply their own personal computers, internet, and network devices. In addition, the selected vendor will: 1) install their own internet connection (DSL/T1/etc.) and patch it through the County building, 2) install their own switches/routers but use existing County cabling to connect each office to the network devices so the selected vendor keeps their PCs on their own network isolated from the County's network, 3) will install VPN software to get into any County system such as Avatar, and 4) provide their own information technology (IT) support for maintenance. Access to the network closet where the selected vendor's network equipment will be located will be restricted and monitored by the County's Internal Services Department - Information Technology Services Division (ITSD) designated staff during each entry until exit.

**ADMINISTRATIVE AND EMPLOYEE BENEFITS COSTS:** Bidders shall limit administrative cost to a maximum of fifteen percent (15%) of the total program budget and to limit employee benefits to a maximum of twenty percent (20%) of total salaries for those employees included in the selected vendor's budget for the PHF.

**INVOICING:** Reimbursement for services delivered will be based on selected vendor's costs to operate the program.

If provided by the County Internal Services Department, the County will invoice the selected vendor for costs associated with security, janitorial, landscaping, building maintenance and utilities for the Psychiatric Health Facility (PHF) as provided by the County Internal Services Department. The selected vendor will pay the charges and then invoice the County for the charges and for their services. This method allows for proper tracking of charges associated with the PHF and cost accounting for both the County and the selected vendor.

**FACILITY MANAGEMENT:** The Security, utilities, maintenance, janitorial, and other applicable costs should be included within bidders' submitted budgets. For FY 2015-16, the Department anticipates costs as follows: \$116,275 for Security, \$124,729 for utilities, \$10,661 for maintenance, and \$249,604 for janitorial services. Security services currently consist of 24 hours per day, 7 days a week access to security staff with Security staff on site within the lobby area Monday through Sunday from 2:00pm to 3:00pm and 7:00pm to 8:00pm (visiting hours). Janitorial services currently consist of one janitorial staff person on the PHF unit from 7:00am to

4:00pm and 4:30pm to 1:00am Monday through Sunday. Existing furniture within the PHF may be utilized by the selected vendor and a tour of the PHF will be scheduled following the Bidder's Conference. If a Bidder determines that an alteration to the facility is required for operations, the suggested modification should be included within the bidder's respective budget sheet and budget narrative. Any County DBH fixed assets utilized by the selected vendor (e.g. copier, fax machine, etc.) shall remain the property of the County during the resulting contract period. **All existing items (furniture and equipment) shall be made available to the selected vendor. Please see attached listing identified as Exhibit C.**

In order to compare the bidders' costs for janitorial and security services with the County's costs for these services, bidders are to submit two (2) budgets for each fiscal year with one (1) budget (the respective subsection "a" of **Exhibit G**) including security, and janitorial costs at the County amounts listed above, and the other budget (the respective subsection "b" of **Exhibit G**) including security, and janitorial costs at bidders' costs. All other costs mentioned above should be indicated within each budget. As the selected vendor will be occupying a County facility on County property, the selected vendor shall be required to enter into a license agreement with the County for use of its Psychiatric Health Facility building. The license agreement will be separate from the PHF services Agreement.

Maintenance of the PHF, including office space climate control issues, lighting issues, etc., will be provided by the County's Internal Services Department staff via the DBH Facility Management staff, which will be responsible for processing and coordination with County Internal Services Department staff. The PHF consists of approximately 16,919 square feet. **A copy of the floor plan is shown within Exhibit D.** The selected vendor will be required to consult with the DBH's Facility Management staff to address and coordinate facility related items. Key control shall be maintained by the County's DBH. However, identification badges for the selected vendor's staff shall be provided by the selected vendor. Regarding parking, the selected vendor's employees shall have the option to park their personal vehicles within the public parking designated area nearest to the "Intensive Services building" (the PHF is located within this building) as shown in **Exhibit E**, or pay for parking through the County's Internal Services Department which would allow the selected vendor's employees to park within designated permit areas as shown in **Exhibit E**. A parking sticker costs \$4.00 per County pay period or \$104 annually. The selected vendor would be required to consult with DBH Facility Management staff to make these arrangements. There will be no fleet type vehicles assigned to the PHF for the selected vendor to utilize. The parking areas will be shown on the day of the facility tour, which will be scheduled following the Bidder's Conference.

**DIRECT SPECIALTY MENTAL HEALTH SERVICES:** The selected vendor shall be responsible for collection and managing data in a manner to be determined by the State Department of Health Care Services (DHCS) and the Fresno County Mental Health Plan (FCMHP) in accordance with applicable rules and regulations. The County electronic billing system (Avatar) is a critical source of information for purposes of monitoring and obtaining reimbursement. The selected vendor must attend County DBH's Business Office training on equipment reporting for assets, intangible and sensitive minor assets, Avatar claiming module and related cost reporting.

The selected vendor shall submit electronic billing for services directly into the County's billing module (Avatar) within ten (10) calendar days from the date services were rendered. DHCS' Federal Financial Participation (FFP) reimbursement for Medi-Cal specialty mental health services is based on public expenditures certified by the selected vendor. The selected vendor must submit a signed certified public expenditure report, with each respective monthly invoice. DHCS expects the claim for reimbursement to equal the amount the County paid the selected



vendor for the service rendered less any funding sources not eligible for Federal reimbursement.

The selected vendor must provide all necessary data to allow the County to bill Medi-Cal, and any other third-party source, for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into the County's information system (Avatar); 2) providing an electronic file compatible with the County's information system; or 3) integration between the County's information system and the selected vendor's information system(s).

If a Medi-Cal client has dual coverage, such as other health coverage (OHC) or Medicare, the selected vendor will be responsible for billing the carrier and obtaining a payment/denial or have validation of claiming with no response ninety (90) days after the claim was mailed before the service can be entered into the County's information system (Avatar). The selected vendor must report all third party collections for Medicare, third party or client pay or private pay in each monthly invoice and in the cost report that is required to be submitted. A copy of explanation of benefits or CSM 1500 is required as documentation. The selected vendor must comply with all laws and regulations governing Medicare program, including, but not limited to: 1) the requirement of the Medicare Act, 42 U.S.C. section 1395 et seq; and 2) the regulation and rules promulgated by the Centers for Medicare and Medicaid Services as they relate to participation, coverage and claiming reimbursement. The selected vendor will be responsible for compliance as of the effective date of each Federal, State or local law or regulation specified.

Data entry shall be the responsibility of the selected vendor. The data for billing must be reconciled by the selected vendor to the monthly invoices submitted for payment. The County shall monitor the number and dollar 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 comply with all applicable policies, procedures, directives and guidelines regarding the use of the County's billing system.

The selected vendor will establish and maintain Medi-Cal certification or become certified within ninety (90) days of the effective date of the resulting agreement through the County to provide reimbursable services to Medi-Cal eligible adult clients. In addition, the selected vendor shall work with the County's DBH Managed Care and Business Office to execute the process if not currently certified by County for credentialing of staff. During this process, the selected vendor will obtain a legal entity number established by the DHCS, a requirement for maintaining organizational provider status throughout the term of the resulting agreement. The selected vendor will be required to become Medi-Cal certified prior to providing services to Medi-Cal eligible clients and seeking reimbursement in County's billing system. The selected vendor will not be reimbursed by County for any Medi-Cal services rendered prior to certification.

Medi-Cal billing shall be in accordance with the FCMHP. The selected vendor must comply with the "FCMHP Compliance Program and Code of Conduct" set forth in **Exhibit F**, attached hereto.

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

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that County may be making payments in advance of said review. In the event

that a Medi-Cal billable service is disapproved, County may, at its sole discretion, withhold compensation or set off from other payments due the amount of said disapproved services. Selected vendor shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

### **COST REPORT**

For cost reporting, the resulting Agreement with the selected vendor shall include the following:

The selected vendor shall agree 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 DHCS for the purposes of Short Doyle Medi-Cal reimbursements and total costs for programs. Each cost report will be the source document for several phases of settlement with the DHCS for the purposes of Short Doyle Medi-Cal reimbursement. The selected vendor shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to the selected vendor for program related costs for services rendered to Medi-Cal and non Medi-Cal. The selected vendor 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 payers during the course of business operations. The selected vendor must report all collections for Medi-Cal/Medicare services and collections. The selected vendor shall also submit with each cost report a copy of the selected vendor's general ledger that supports revenues and expenditures for the specified PHF services. The selected vendor must also include a reconciled detailed report of the total units of services rendered compared to the units of services entered by the selected vendor into the County's data system (Avatar).

Cost Reports must be submitted to the County as a hard copy with a signed cover letter and electronic copy of the 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 the resulting Agreement is effective, the County will issue instructions of the annual cost report which indicates the training session, DHCS cost report template worksheets, and deadlines to submit as determined by the State annually. Hard copies of the cost reports will be remitted to County of Fresno, Attention: Cost Report Team, P.O. Box 45003, Fresno, CA 93718. Electronic copy or any inquiries should be remitted to [DBHcostreportteam@co.fresno.ca.us](mailto: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 selected vendor does not submit the cost report(s) 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(s) has been submitted and clears the County desk audit for completeness.

## 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, including how outcomes are to be reported?
- 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.
- D. Does the bidder demonstrate familiarity with operating a Psychiatric Health Facility for adults including knowledge of staffing and billing requirements?

### **MANAGEMENT PLAN**

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

# CHECK LIST

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

*Check off each of the following:*

1.  The Request for Proposal (RFP) has been signed and completed.
2.  Addenda, if any, have been completed, signed and included in the bid package.
3.  **One (1) original plus seven (7) copies** of the RFP have been provided.
4.  **Two (2) \*reproducible compact discs** of the RFP have been provided.
5.  The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6.  The completed *Criminal History Disclosure Form* as provided with this RFP.
7.  The completed *Participation Form* as provided with this RFP.
8.  The completed *Reference List* as provided with this RFP.
9.  Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10.  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>952-5344</u>
Closing Date:	<u>June 17, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>16-Bed Acute Inpatient Psychiatric Health Facility (PHF)</u>

**Return Checklist with your RFP response.**

## EXHIBITS

- A. Grievance and Incident Reporting Form**
- B. Formulary**
- C. Inventory of Furniture and Equipment**
- D. Intensive Services Building Floor Plan**
- E. Parking Layout**
- F. Mental Health Compliance**
- G. Cost Proposal**



## 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.

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

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**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 \_\_\_\_\_

Non-Exhaustive Listing of Medications Currently on the Department of Behavioral Health's  
Formulary And General Formulary for Select Categories

GPI Code	Drug Name
61109902100310	Amphetamine-Dextroamphetamine Tab 10 MG
61109902100312	Amphetamine-Dextroamphetamine Tab 12.5 MG
61109902100315	Amphetamine-Dextroamphetamine Tab 15 MG
61109902100320	Amphetamine-Dextroamphetamine Tab 20 MG
61109902100330	Amphetamine-Dextroamphetamine Tab 30 MG
61109902100305	Amphetamine-Dextroamphetamine Tab 5 MG
61109902100307	Amphetamine-Dextroamphetamine Tab 7.5 MG
59250015000320	Aripiprazole Tab 10 MG
59250015000330	Aripiprazole Tab 15 MG
59250015000305	Aripiprazole Tab 2 MG
59250015000340	Aripiprazole Tab 20 MG
59250015000350	Aripiprazole Tab 30 MG
59250015000310	Aripiprazole Tab 5 MG
58300040107420	Bupropion HCl Tab SR 12HR 100 MG
58300040107430	Bupropion HCl Tab SR 12HR 150 MG
58300040107440	Bupropion HCl Tab SR 12HR 200 MG
58300040107520	Bupropion HCl Tab SR 24HR 150 MG
58300040107530	Bupropion HCl Tab SR 24HR 300 MG
59152020000330	Clozapine Tab 100 MG
59152020000310	Clozapine Tab 12.5 MG
59152020000340	Clozapine Tab 200 MG
59152020000320	Clozapine Tab 25 MG
59152020000325	Clozapine Tab 50 MG
72500010100605	Divalproex Sodium Tab Delayed Release 125 MG
72500010100610	Divalproex Sodium Tab Delayed Release 250 MG
72500010100615	Divalproex Sodium Tab Delayed Release 500 MG
72500010107520	Divalproex Sodium Tab SR 24 HR 250 MG
72500010107530	Divalproex Sodium Tab SR 24 HR 500 MG
58180025106720	Duloxetine HCl Enteric Coated Pellets Cap 20 MG
58180025106730	Duloxetine HCl Enteric Coated Pellets Cap 30 MG
58180025106750	Duloxetine HCl Enteric Coated Pellets Cap 60 MG
59200025302005	Fluphenazine Decanoate Inj 25 MG/ML
59100010302020	Haloperidol Decanoate IM Soln 100 MG/ML
59100010302010	Haloperidol Decanoate IM Soln 50 MG/ML
72600040000330	Lamotrigine Tab 100 MG
72600040000335	Lamotrigine Tab 150 MG
72600040000340	Lamotrigine Tab 200 MG
72600040000310	Lamotrigine Tab 25 MG
72600040006420	Lamotrigine Tab 25 MG (35) Starter Kit

Non-Exhaustive Listing of Medications Currently on the Department of Behavioral Health's  
Formulary And General Formulary for Select Categories

GPI Code	Drug Name
72600040006430	Lamotrigine Tab 25 MG (42) & 100 MG (7) Starter Kit
72600040006435	Lamotrigine Tab 25 MG (84) & 100 MG (14) Starter Kit
59154020200110	Loxapine Succinate Cap 10 MG
59154020200115	Loxapine Succinate Cap 25 MG
59154020200105	Loxapine Succinate Cap 5 MG
59154020200120	Loxapine Succinate Cap 50 MG
61400020100310	Methylphenidate HCl Tab 10 MG
61400020100315	Methylphenidate HCl Tab 20 MG
61400020100305	Methylphenidate HCl Tab 5 MG
61400024000310	Modafinil Tab 100 MG
61400024000320	Modafinil Tab 200 MG
59160050100310	Molindone HCl Tab 10 MG
59160050100325	Molindone HCl Tab 100 MG
59160050100315	Molindone HCl Tab 25 MG
59160050100305	Molindone HCl Tab 5 MG
59160050100320	Molindone HCl Tab 50 MG
59157060007220	Olanzapine Orally Disintegrating Tab 10 MG
59157060007230	Olanzapine Orally Disintegrating Tab 15 MG
59157060007240	Olanzapine Orally Disintegrating Tab 20 MG
59157060007210	Olanzapine Orally Disintegrating Tab 5 MG
59157060000320	Olanzapine Tab 10 MG
59157060000330	Olanzapine Tab 15 MG
59157060000305	Olanzapine Tab 2.5 MG
59157060000340	Olanzapine Tab 20 MG
59157060000310	Olanzapine Tab 5 MG
59157060000315	Olanzapine Tab 7.5 MG
72600046000310	Oxcarbazepine Tab 150 MG
72600046000320	Oxcarbazepine Tab 300 MG
72600046000340	Oxcarbazepine Tab 600 MG
59070050007510	Paliperidone Tab SR 24HR 3 MG
59070050007520	Paliperidone Tab SR 24HR 6 MG
59070050007530	Paliperidone Tab SR 24HR 9 MG
58100020100305	Phenelzine Sulfate Tab 15 MG
62000030000303	Pimozide Tab 1 MG
62000030000305	Pimozide Tab 2 MG
59153070100320	Quetiapine Fumarate Tab 100 MG
59153070100330	Quetiapine Fumarate Tab 200 MG

Non-Exhaustive Listing of Medications Currently on the Department of Behavioral Health's  
Formulary And General Formulary for Select Groups

59153070100310	Quetiapine Fumarate Tab 25 MG
59153070100350	Quetiapine Fumarate Tab 400 MG
59153070100314	Quetiapine Fumarate Tab 50 MG
59153070107515	Quetiapine Fumarate Tab SR 24HR 150 MG
59153070107520	Quetiapine Fumarate Tab SR 24HR 200 MG
59153070107530	Quetiapine Fumarate Tab SR 24HR 300 MG
59153070107540	Quetiapine Fumarate Tab SR 24HR 400 MG
59153070107505	Quetiapine Fumarate Tab SR 24HR 50 MG
59070070000303	Risperidone Tab 0.25 MG
59070070000306	Risperidone Tab 0.5 MG
59070070000310	Risperidone Tab 1 MG
59070070000320	Risperidone Tab 2 MG
59070070000330	Risperidone Tab 3 MG
59070070000340	Risperidone Tab 4 MG
72600075000330	Topiramate Tab 100 MG
72600075000340	Topiramate Tab 200 MG
72600075000310	Topiramate Tab 25 MG
72600075000320	Topiramate Tab 50 MG
58100030100305	Tranylcypromine Sulfate Tab 10 MG
58180090107530	Venlafaxine HCl Tab SR 24HR 150 MG (Base Equivalent)
58180090107540	Venlafaxine HCl Tab SR 24HR 225 MG (Base Equivalent)
58180090107510	Venlafaxine HCl Tab SR 24HR 37.5 MG (Base Equivalent)
58180090107520	Venlafaxine HCl Tab SR 24HR 75 MG (Base Equivalent)
59400085100120	Ziprasidone HCl Cap 20 MG
59400085100130	Ziprasidone HCl Cap 40 MG
59400085100140	Ziprasidone HCl Cap 60 MG
59400085100150	Ziprasidone HCl Cap 80 MG

Non-Exhaustive Listing of Medications Currently on the Department of Behavioral Health's  
Formulary And General Formulary for Select Categories

**Antidepressants:**

Wellbutrin SR or XL  
Cymbalta  
Effexor XR  
Nardil  
Parnate (tranylcypromine)

**Antipsychotics:**

Abilify  
Clozapine  
Prolixin decanoate  
Geodon  
Haldol decanoate  
Invega  
Risperdal  
Seroquel XR  
Zyprexa  
Zyprexa Zydis

**Anxiolytics:**

None

**Sleep Aids:**

none

**Mood Stabilizers:**

Depakote  
Depakote ER  
Lamictal  
Topiramate  
Trileptal  
Valporic Acid/Depakene

**Antihistamines and Anticholinergics:**

Trihexphenidyl (Artane)  
Cogentin  
Benadryl

**ADHD Medications:**

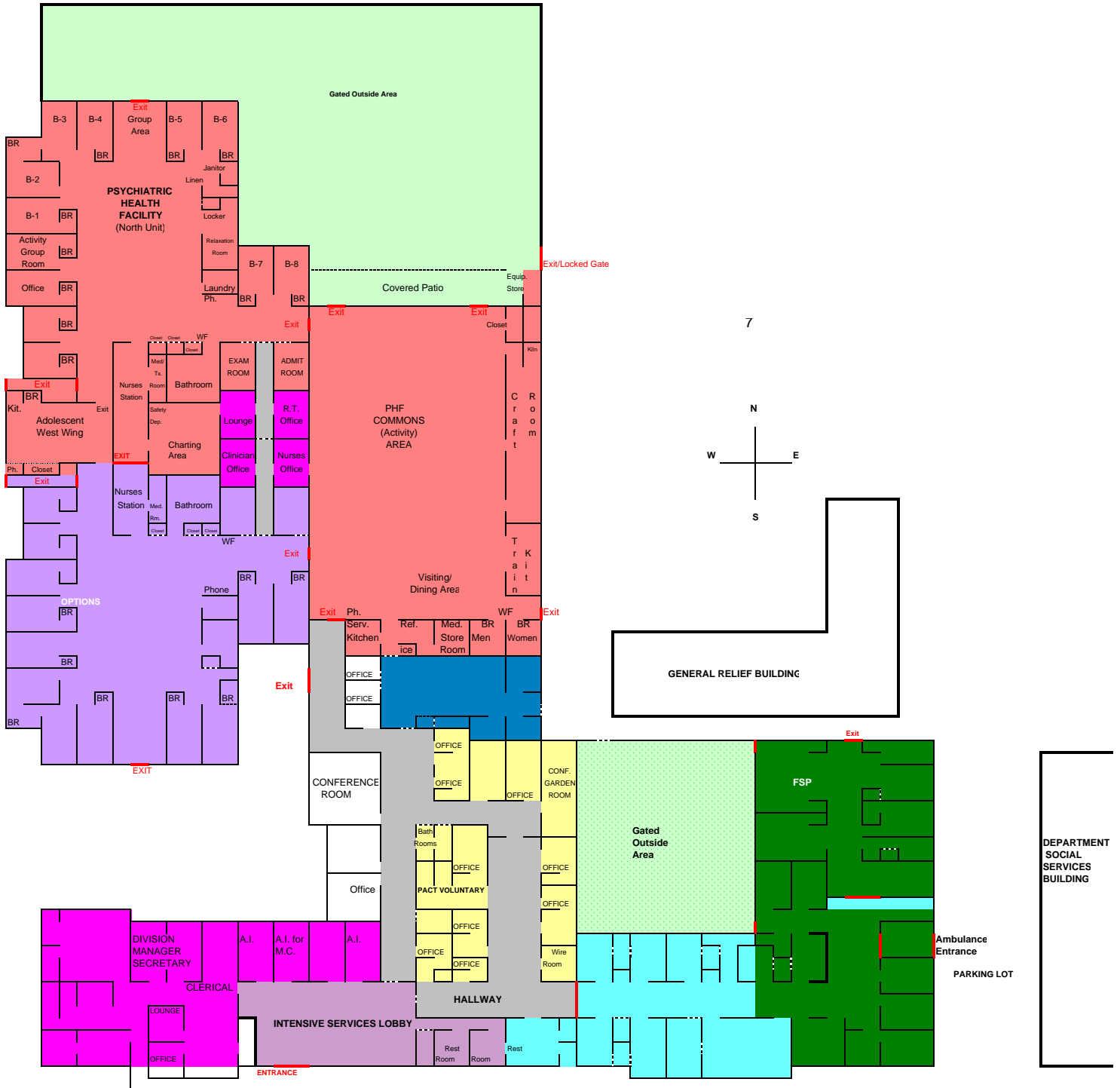
Ritalin  
Adderall (only after failure on Ritalin)

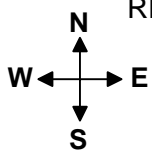


**FRESNO COUNTY PSYCHIATRIC HEALTH FACILITY  
INVENTORY OF FURNITURE AND EQUIPMENT**

#	Items	Count
1	Beds	18
2	Mattresses	18
3	Couches	9
4	Boards/ bulletin-white	2
5	Bookcase	5
6	Cabinet-Metal file	4
7	Chairs-arm	3
8	Chairs-rolling	20
9	Chairs-stackable	59
10	Desk-"L" or "U" shaped	3
11	Desk-single	2
12	Drawer-rolling file (3)	8
13	Storage Cabinet	2
14	Tables-Round/ sq	10
15	Tables-side	3
16	TV/VCR/Remote	2
17	Stove	2
18	Industrial Refridgerator	1
19	Refrigerator	1
20	Dresser	9
21	Conference table	3
22	Ice Machine	1
23	Dishwasher	1
24	Exam Bed	1
25	Scale	1
26	Patio Tables Rectangle	1
27	Patio Tables round	3
28	Lounge Chairs	1
29	Plastic Stackable Chairs	25
30	Washer	1
31	43" Samsung TV	1
32	Computers	8
33	Printers	2

E UNIVERSITY MEDICAL CENTER

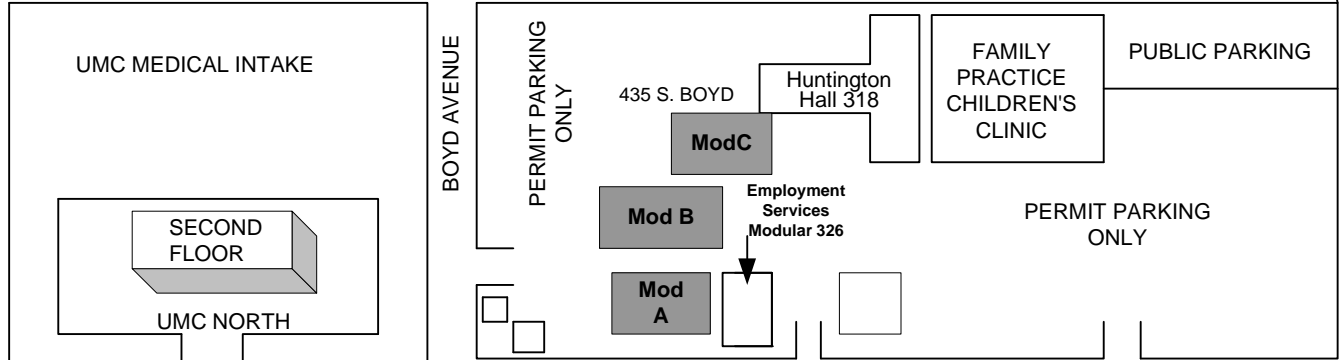




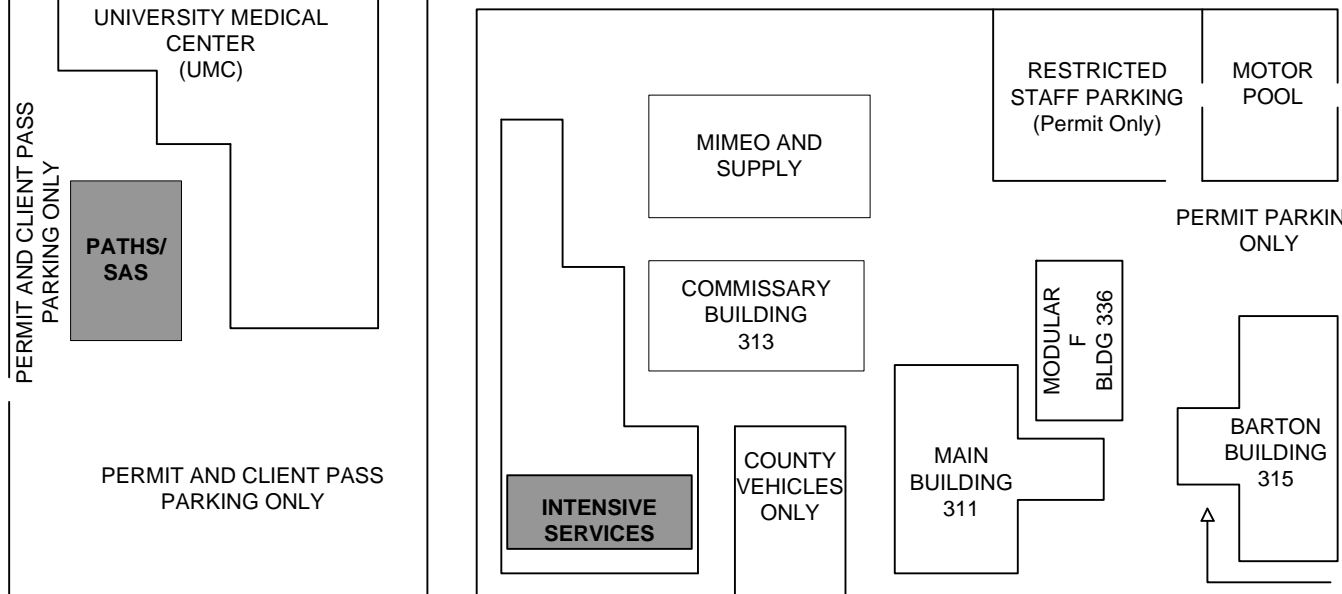
FRESNO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
UMC COMPLEX

ROOSEVELT HIGH SCHOOL

HUNTINGTON BOULEVARD



E. INYO



E. KINGS CANYON ROAD

Behavioral Health

Metro Services  
4441 E Kilngs Canyon  
559-253-9318

Intensive Services-  
CRS,PHF,PACT  
4411 E Kings Canyon  
559-453-4044

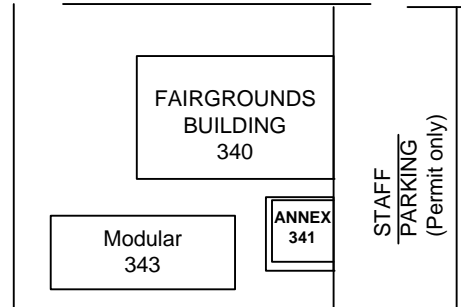
Modular C-Transition Services  
4445 E Inyo Avenue  
559-253-9131 Conservatorship Services  
559-453-3509 Placement Team

Modular E-Metro Team I  
4447 E. Kings Canyon  
559-453-4099

PATHS  
515 S. Cedar Avenue  
559-453-8300

Substance Abuse Services  
515 S. Cedar Avenue  
559-453-4773

CHANCE AVENUE



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

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

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

**Contractor and its employees and subcontractor shall:**

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

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

**Fresno County Mental Health Compliance Program**

**Contractor Acknowledgment and Agreement**

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

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

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**For Individual Providers**

Name (print): \_\_\_\_\_

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

**Signature :** \_\_\_\_\_ **Date :** \_\_\_/\_\_\_/\_\_\_

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**For Group or Organizational Providers**

Group/Org. Name (print): \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

**Discipline:**  Psychiatrist  Psychologist  LCSW  LMFT

Other: \_\_\_\_\_

Job Title (if different from Discipline): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_