

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 952-5405**  
**CRISIS STABILIZATION CENTER**

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Issue Date: December 10, 2015

Closing Date: JANUARY 26, 2016

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

Questions regarding this RFP should be directed to: Shannon W. Kirby,  
phone (559) 600-7116 or e-mail [countypurchasing@co.fresno.ca.us](mailto:countypurchasing@co.fresno.ca.us).

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

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 response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

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( )  
TELEPHONE NUMBER

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( )  
FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: SWK:hrs

ORG/Requisition: 56302007 / 5631600509

## **COUNTY OF FRESNO PURCHASING**

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

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

## **GENERAL CONDITIONS**

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

#### **1. BID PREPARATION:**

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

#### **2. SUBMITTING BIDS:**

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

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

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

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

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

#### **3. FAILURE TO BID:**

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

#### **4. TAXES, CHARGES AND EXTRAS:**

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

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

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

### 6. AWARDS:

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

### 7. TIE BIDS:

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

### 8. PATENT INDEMNITY:

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

### 9. SAMPLES:

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

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

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

vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

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

### 11. DISCOUNTS:

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

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

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

### 13. SPECIAL REQUIREMENT:

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

### 14. RECYCLED PRODUCTS/MATERIALS:

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

### 15. YEAR COMPLIANCE WARRANTY:

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

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

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### 16. PARTICIPATION:

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

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

### 17. CONFIDENTIALITY:

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

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

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

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

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

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ 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).

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

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

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

### 23. PURCHASING LOCATION & HOURS:

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

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

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

### 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.

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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 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 (DBH) is requesting proposals from qualified vendors to operate a twenty (20) bed Crisis Stabilization Center for adults (Adult CSC) and an eight (8) bed Crisis Stabilization Center for children/adolescents (Youth CSC) at 4411 E. Kings Canyon Road, Fresno, Ca. 93702, County Building No. 319 (see Exhibit A), pursuant to a separate lease agreement (and any related amendments). In addition to the CSC for adults and youth, the selected bidder will operate the County's State mandated toll-free answering service (Access Line) in accordance with state and federal regulations. Contracted services will begin July 1, 2016 through June 30, 2019 with the option of two one-year extensions based on satisfactory outcomes.

## KEY DATES

<b>RFP Issue Date:</b>	<b>December 10, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Shannon W. Kirby at (559) 600-7116 if planning to attend vendor conference.</i>	<b>December 22, 2015 at 1:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Site Inspection:</b>	<b>December 22, 2015 at 2:30 P.M.</b> 4411 E. Kings Canyon County Building #319 Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>December 29, 2015 at 10:00 A.M.</b> E-Mail: <a href="mailto:CountyPurchasing@co.fresno.ca.us">CountyPurchasing@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>January 26, 2016 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702



## TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

# TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:

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

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

## ACKNOWLEDGED BY:

\_\_\_\_\_  
Signature (In Blue Ink) ( ) 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:  
(in blue ink)

Date:

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(Printed Name & Title)

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(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. \* **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

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 in Blue Ink)

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Title

## 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**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, Attn: Staff Analyst, 3133 N. Millbrook, Fresno, CA 93703**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

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

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

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

**CONFIDENTIALITY**

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

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

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

applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

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

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

## **APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599 **and** in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). 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.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

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

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

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

**VENDOR CONFERENCE:** On December 22, 2015 at 1:00 P.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 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.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

**SITE INSPECTION:** 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 date(s) inspection will be held is:

<b><u>DATE:</u></b>	December 22, 2015
<b><u>TIME:</u></b>	2:30 P.M.
<b><u>LOCATION:</u></b>	County of Fresno Department of Behavioral Health 4411 E. Kings Canyon Road County Building #319 Fresno, CA 93702

**After a brief meeting at the Purchasing office, we will be departing to various sites that pertain to this project. It is anticipated that it will take one (1) hour to cover all sites. It is essential that you contact Shannon W. Kirby so that the County is aware how many will be attending so that all will be accommodated.**

**NUMBER OF COPIES:** Submit **one (1) original and six (6) 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".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled

Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to the County Purchasing not later than January 14, 2016 at 10:00 a.m. Questions must be directed to the attention of Shannon W. Kirby, Purchasing Analyst.
- 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 [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@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.

## SCOPE OF WORK

The County of Fresno on behalf of the Department of Behavioral Health (DBH) is requesting proposals from qualified vendors to operate a 20 bed Crisis Stabilization Center for adults (Adult CSC) and an 8 bed Crisis Stabilization Center for children/adolescents (Youth CSC) at 4411 E. Kings Canyon Road, Fresno, Ca. 93702, County Building No. 319, pursuant to a separate lease agreement (and any related amendments). In addition to the CSC for adults and youth, the selected bidder will operate the County's State mandated toll-free answering service (Access Line) in accordance with state and federal regulations. Contracted services will begin with services beginning on July 1, 2016 through June 30, 2019 with the option of two one-year automatic extensions based on satisfactory outcomes.

### 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 crisis stabilization services in accordance with licensing requirements for CSC programs and site certification by the California Department of Health Care Services (DHCS), all provisions of the Fresno County Mental Health Plan. .

The entity and its licensed/unlicensed/waivered employees must apply and be approved by the Fresno County Mental Health Plan Credentialing Committee and 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 a legible record for clients in accordance with regulations and good professional practice which permits effective quality management processes and external operational audit processes; facilitates an adequate system for follow-up treatment and meets all data reporting required by regulatory agencies or contractual obligation.

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

Demonstrate ability and experience with billing third party payers for services rendered including but not limited to Medi-Cal, Medicare, and private insurance.

Meet other presentation and participation requirements listed in this RFP.

The CSC and Access Line will be operated by the successful bidder 24 hours/day, 7 days a week in accordance with Title 9 regulations of the California Code of Regulations. The purpose of the CSC is to provide immediate therapeutic response on a short-term basis (lasting less than 24 hours) to stabilize an acute mental health crisis and to prevent acute psychiatric inpatient hospitalization for the clients by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled.

The target population for the Adult CSC will include male and female clients, 18 years of age, from Fresno County who are exhibiting acute psychiatric symptoms and either have been placed on a Welfare and Institution Code (W&IC) 5150 designation or who request admittance to the Adult CSC on a voluntary status.

The target population for the Youth CSC will include children and youth, up to 18 years of age, from Fresno County, who are exhibiting acute psychiatric symptoms and either have been placed on a Welfare and Institutions Code (W&IC) 5150 designation or who request admittance to the Youth CSC on a voluntary status. The Youth CSC will also serve foster children and youth who reside in Fresno County but remain under the original jurisdiction of another county.



Clients from both populations will include Medi-Cal beneficiaries, Medicare and Medicare/Medi-Cal beneficiaries, privately insured, and indigent/uninsured clients who are referred by the Department of Behavioral Health (DBH), a contract provider with DBH, a hospital emergency room (aka emergency departments), law enforcement, or Emergency Medical Services (EMS). Clients may also be family or self-referred. It is projected that there would be approximately 500 clients referred to the CSC monthly.

Bidders are to submit proposals to operate a 20 bed CSC program for adult clients and an 8 bed CSC program for children/adolescent clients. For clarification, bidders are to submit one bid for both of the above-mentioned target populations, in which the bid and budget reflect the programs at full capacity. In addition, bidders' proposals will include services to operate the State mandated Access Line. Proposals that reflect the operation of a CSC program for only one of the target populations and are not inclusive of an Access Line will not be accepted. Proposals must address how minors will be separated from the adult client population and how seclusion and restraint will be administered when appropriate to secure the safety of the client, other clients, and staff. Proposals for CSC should reflect program descriptions that enable individuals to avoid or minimize the disruption and trauma of psychiatric hospitalization and/or incarceration, while maintaining their safety in a supportive, safe, and comfortable environment; and provide individualized attention and a "compassionate presence" for individuals in need, on a 24/7 basis that are designed for voluntary participation.

The proposals are required to reflect experience and knowledge with W&IC 5585.50 through 5587 (see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5585.50-5585.59>) and W&IC 5750 through 5772 (see <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=wic&group=05001-06000&file=5750-5772>). The Access Line will adhere to California Code of Regulations (CCR) Title 9, Chapter 11, Section 1810.405(f), CCR Title 9, Chapter 11, Section 1850.205, State Department of Health Care Services Program Oversight and Compliance – Annual Review Protocol for Consolidated Specialty Mental Health Services and Other Funded Services Section A – Access, and Code of Federal Regulations (CFR) Title 42, Part 438, Subpart F.

Early and Periodic Screening, Diagnostic and Treatment (EPSDT) is the child health component of Medicaid. Federal statutes and regulations state that youth under age 21 who are enrolled in Medicaid are entitled to EPSDT benefits and that States must cover a broad array of preventative and treatment services to include crisis stabilization. The requirement is to maintain its funding for children's services at a level equal to or more than the proportion expended for children's program services in FY 1983-84. These requirements shall also apply to clients of the Adult CSC who are between the ages of 18 to 21.

Proposals submitted for crisis stabilization center services must conform to the directions set forth by the California Department of Health Care Services (DHCS) with regard to, "Other Types of County 5150 Designated Facilities" as indicated within Exhibit B (see p. 2), DHCS Inventory of County 5150 Designated Facilities.

The selected bidder will be responsible to comply with the requirements of the Fresno County Mental Health Plan (FCMHP) and must complete and submit supporting clinical and any other such documentation as may be required by the County for every client served in the CSC.

The selected bidder will be required to execute their own Agreements with contractors for applicable services (i.e. medications, food, laundry, etc.) required for the respective CSC under Title 9 of the California Code of Regulations. The County will maintain its contracts for Patients Rights Advocacy services and Certification Review Hearing services. A DBH Division Manager or designee will monitor, evaluate, and provide oversight of the successful bidder's CSC program. The DBH Division Manager or designee shall also serve as a liaison between the successful bidder and DBH.

Bidders will also be required to provide or arrange for translation services to meet the client's/families' language needs, including the deaf and hard of hearing.

The selected bidder will be responsible to enter all Client Service Information (CSI), admission data and billing information into the County data system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

The data below represents the number of adult clients who received Crisis Stabilization Services between January 1, 2014 and June 30, 2015:

5150/5585 Admissions:	4,434
Voluntary Admissions:	2,534
Urgent* Admissions	1,759
Average Daily Admissions (5150):	8
Average Daily Admissions (Voluntary):	5

\* Voluntary walk-ins who do not meet criteria for a legal hold

The data below represents the number of adolescent clients who received Crisis Stabilization Services between April 20, 2015 and June 30, 2015:

5150/5585 Admissions:	301
Voluntary Admissions:	87
Urgent* Admissions	9
Average Daily Admissions (5150):	4
Average Daily Admissions (Voluntary):	1

\* Voluntary walk-ins who do not meet criteria for a legal hold

The successful bidder will utilize the County's Access Line Database to maintain a log of all requests for mental health services. It is anticipated that the access line will receive approximately 3,128 calls per year (260 calls/month) on average.

## GENERAL DESCRIPTION OF CRISIS STABILIZATION

### **Description:**

This is an immediate, person-centered, recovery-oriented, face-to-face response lasting less than 24 hours, to or on behalf of an individual exhibiting acute psychiatric symptoms. The goal is to avoid the need for inpatient services by alleviating problems and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individuals becoming gravely disabled as well as reduce the negative effects of untreated mental illness. Services provided to individuals in a Crisis Stabilization program are not health care facility based. Services shall be available 24 hours per day.

### **Services Activities:**

Service activities include but are not limited to Crisis Intervention, Assessment, Evaluation, Collateral, Medication Support Services, Therapy, Peer Support/Counseling, Family Support and direct/immediate linkages to on-going supportive services.

### **Site and Contact Requirements:**

1. Crisis intervention services will be provided within one hour of client's presentation to the CSC.
2. Emergency medical backup services must be available either on site or by contract or agreement with a general acute care hospital. Emergency medical back up means immediate access to health care for medical emergencies. Under the direction of the Medical Staff, all required medications must be available on a PRN (as needed) basis and the staffing pattern must reflect this availability. There must be access to an emergency transportation service.
3. Services may not be provided off-site. Off-site shall mean services cannot be provided outside of the CSC.
4. All individuals receiving Crisis Stabilization services shall receive an assessment of their physical and mental health. The assessment may be accomplished by protocols developed by a physician. If outside services are needed an appropriate referral shall be made.
5. Crisis Stabilization services shall not be provided at a health care facility.

### **Staffing:**

1. A psychiatrist shall be available immediately by telephone 24 hours per day, on site at least once per day, and available for an in-person assessment within two hours unless another physician is available on-site. Immediately shall be defined as within 30 minutes.
2. There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times clients are present.
3. At a minimum there shall be a ratio of at least one of the following licensed staff for each four individuals (1:4) receiving Crisis Stabilization services at a given time:
  - Physician
  - Psychologist
  - Licensed Clinical Social Worker
  - Marriage, Family and Child Counselor

- Registered Nurse
- Licensed Vocational Nurse
- Psychiatric Technician

Note: Clinical Social Worker, Psychologist and Marriage, Family and Child Counselor candidates with waivers count as licensed for purposes of staffing ratios and are included in these categories.

4. If the individual is assessed as needing service activities that can only be provided by a Licensed Practitioner of the Healing Arts (LPHA), such staff shall be available.
5. Other staff, such as peer support staff, may be utilized by the program, according to need.
6. If Crisis Stabilization services are co-located with other non-hospital Short-Doyle/Medi-Cal services, program staff must be separate and distinct.
7. Staff included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

**Documentation and Billing:**

Selected bidder will adhere to documentation and billing standards as defined by the department.

## ACCESS LINE ANSWERING SERVICE DESCRIPTION AND REQUIREMENTS

**PURPOSE:** Provide answering services for DBH in accordance with state and federal regulations and utilize the Access Line Database to log calls. Access line services are **not** to be subcontracted out. The 1 (800) 654-3937 access line will be a separate line from the CSC's main lines. Calls received on the access line will be monitored and recorded separately.

1. The Department of Behavioral Health ("DBH") is mandated by the State of California to maintain a log of all requests for mental health services. The log must include specific information about each call.<sup>1</sup>
2. State regulations require that the toll-free, 24/7, Access Line established by DBH also provides information to Medi-Cal beneficiaries about how to access specialty mental health services, including information about the grievance and appeals processes and the State's fair hearing system.<sup>2</sup>
3. The Access Line database ("Database") is a web-based application, developed with intuitive, decision-tree type functionality, and incorporates the requirements stated within the state regulations referenced above. The Database shall be the mechanism used for collection of caller/client information received by phone and to provide callers with information as required by the State.
4. Outcomes and expectations for the Access Line may evolve over time, based on changes to state and federal regulations as well as departmental needs and goals. Any changes to Access Line will be made at the discretion of the Department of Behavioral Health.

**References for Access Line:**

<sup>1</sup> California Code of Regulations (CCR): Title 9, Chapter 11, Section 1810.405(f) & State Department of Health Care Services Program Oversight and Compliance - Annual Review Protocol for Consolidated Specialty Mental Health Services and Other Funded Services" Section A – Access.

<sup>2</sup> California Code of Regulations (CCR): Title 9, Section 1850.205, and Code of Federal Regulations (CFR): Title 42, Part 438, Subpart F.

Note: Bidders can propose to utilize their own Access Line Database and which must have the ability to capture all required data set forth in this section. Access Line Database must be accessible and be reviewed and approved by the Department's Technology and Quality Management, ISDS.

**TERMS AND CONDITIONS:** Selected bidder will utilize the Access Line Database to document all calls received by bidder. It is not the responsibility of selected bidder to determine if a caller is appropriate to receive or is requesting specialty mental health services. Therefore, all calls must be logged to allow DBH staff to do appropriate and timely follow-up. *Call requiring crisis stabilization services can be transferred appropriately to the crisis line for follow up and must also be recorded to the Access Line Database.*

1. **Access Line Database:** The Database is located at <https://www.FCMHPAccessline.com> and will be made available to appropriate staff. The Database is designed to assist answering service operators handle calls of the following nature. Each call type requires specific information to be gathered as indicated by the corresponding call screen, as shown in Exhibit C "Fresno County Mental Health Plan 24/7 Toll-Free Access Line Intuitive Database for Logging Calls").
  - a. **Emergency Calls.** These calls may require a warm hand-off to emergency medical services dispatchers.
  - b. **Non-Emergency Calls**
    - i. **Request No Callback:** The caller is requesting only information about mental health services and does not wish to access services at the time nor receive a call back.
    - ii. **Request for Service:** The caller is requesting mental health services or calling for information about services from the Fresno County Mental Health Plan (DBH).
    - iii. **Leave Message:** The caller wishes to leave a message for his/her current care provider.

- iv. Request Information: The caller is requesting a Medi-Cal Mental Health Booklet or Provider List.
  - v. File Complaint: The caller wishes to file or obtain information about how to file a complaint or appeal with the Fresno County Mental Health Plan.
  - vi. Other Reason: The caller is calling about something other than what is mentioned above.
- c. User Accounts: Access to the Database for selected bidder staff shall be restricted to inputting call data only.
- i. New User Account: Selected bidder must submit the following for each staff member requiring access to the Database to set up a user account:
    - 1. First and last name,
    - 2. Hire date (mm/dd/yyyy), and
    - 3. Unique identification number (employee ID, clock-in ID, etc.) as assigned by selected bidder.
  - ii. Account: selected bidder shall notify DBH within 24 hours of any change to user status or when a user is no longer employed by selected bidder.
- d. Password Resets:
- i. During Normal Business Hours: A user can request his/her password to be reset by personally calling DBH's Information Systems Division Services (ISDS) during normal business hours. User must verify his/her identity by providing ISDS their full name, hire date and unique Identification. A new temporary password will be provided upon satisfactory self-identification.
  - ii. After Normal Business Hours: User will not be able to have his/her password reset after normal business hours as ISDS will be closed.

2. Log All Calls:

- a. All calls received on the Access Line phone number and by any DBH program utilizing the phone service shall be logged into the Database, including calls patched to 911 as well as non-mental health related requests.
- b. Information about programs and services requested by callers shall be provided in accordance to instructions in the Database decision tree.
- c. If a user is unable to access the Database temporarily for any reason to log calls, the user shall document the call by gathering the following information about the call/caller/client. This information will then be transmitted to DBH via a facsimile machine to a designated confidential electronic fax number provided by DBH: For adults, FAX will be transmitted to (559) 600-7615. For children (less than 18 years of age) FAX will be transmitted to (559) 600-7701.
  - i. Call Type (identify the type of call: Emergency, No Call Back, Service Request, Message, Literature Request, File Complaint, or Other)
  - ii. Interpreter Needed? (No/Yes)
  - iii. Language (Specify)
  - iv. Info is for Caller/Client (Identify)
  - v. First Name
  - vi. Last Name
  - vii. Call Back Phone #
  - viii. Date of Birth (of person seeking services)

- ix. Estimated Age (Ask for this information only after DOB has been requested and cannot be provided)
- x. Comments (Specify the reason for call: caller wants to file an appeal, hearing voices and wants to talk to a therapist, connected to 911, etc.)

If the frequency of such occurrences (inability to access the database) reaches a level, as determined by DBH and regardless of cause that warrants more detailed information to be logged, selected bidder may be requested to provide up to the level of detail as is collected by the Database.

3. **Language Interpreter Services:** Selected bidder shall utilize the account set up through Fresno County's contract with Language Line Services to provide interpreter services to callers when necessary or appropriate. A Language Line Quick Reference Guide (Exhibit D) is embedded in the Database as part of the decision tree to assist operators with accessing this service.
  - a. Instances considered necessary or appropriate include, but are not limited to, when such services is being requested or is accepted by the caller; the operator does not speak the caller's language; or the operator feels such services are necessary for effective communication with the caller.
  - b. All costs related to the use of Language Line services through this account will be paid for by Fresno County directly to Language Line Services and shall not be a part of this Agreement.
  - c. DBH is not responsible for costs related to interpreter services provided to callers by any other party or agency.
4. **TDD/Relay Service:** Selected bidder shall utilize either a Telecommunication Device for the Deaf (TDD) service or Telecommunication Relay Services (TRS) when handling calls from clients who are Deaf, Hard of Hearing, Speech-Disabled or Deaf and Blind. Selected bidder may utilize the TRS if unable to secure TDD equipment, to communicate with a caller whom the operator determines may be deaf, hearing-impaired or speech-disabled.

## ADDITIONAL BIDDER REQUIREMENTS

**Bidders are required to include and address the following in their response to said RFP for the CSC.** 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 July 1, 2016.**

**II. Bidders will provide philosophy and program goals to include:**

**A. The Crisis Stabilization program will include the following services:**

1. Management and alleviation of client's acute psychiatric symptoms through effective therapeutic interventions and supportive services to avoid the need for a higher level of psychiatric care when clinically appropriate.
2. A recovery/strength based clinical program which has appropriate professional staffing on a twenty-four (24) hour, seven (7) day a week basis.
3. A safe, secure environment for clients that encourages wellness and recovery.
4. A comprehensive multi-disciplinary evaluation and client-centered treatment plan.
5. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077.
6. Admission procedures for clients, who are not on involuntary holds in accordance with Welfare and Institutions Code 5150 and also individuals placed on W&I 5150 involuntary holds.
7. Crisis consultation services to rural services providers (e.g. emergency departments, etc.) that may not have timely access to the centrally located crisis stabilization facilities and may require consultation to support client care planning and/or mitigate unnecessary long transports of clients to the CSU from remote areas. Crisis consultation may occur via teleconference, tele-behavioral health (i.e. utilization of video and computer equipment), and/or other method presented by bidders and deemed acceptable by the department. Bidders are to explain how they would deliver said crisis consultation services.
8. Treatment Planning – Under the clinical direction of the mental health clinician, the multi-disciplinary treatment team formed by the Crisis Stabilization 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. Client Centered Treatment Planning
  - g. Aftercare Planning and Wellness Recovery Action Plan (WRAP)
9. Staffing
  - a. The staffing pattern for the crisis stabilization program shall meet all current State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title



9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations (CCR) for Crisis Stabilization services. 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. Bidders are to identify how they would handle supervision requirements for minors who are in the CSC who are 10 years of age or younger. There shall be an appropriate level of supervisory staff as required by regulation or statute.

- b. All facility staff, who provide direct client care or perform coding/billing functions, must meet the requirements of the 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 staff who have direct contact with clients shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Livescan) executed.
- c. Peer and/or Family Support staff will be an active and key member of the multi-disciplinary team to assist with treatment planning, mentoring, support and advocate with clients/families during their time at the CSC facility and will assist with discharge planning and facilitate the client's transition to the appropriate lower level of care.
- d. The staffing requirements defined by CCR, Title 9, Section 1840.348 for a CSC is as follows:
  - a) A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.
  - b) There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocation Nurse on site at all times clients are present.
  - c) At a minimum, there shall be a ratio of at least one licensed mental health or waived/registered professional on site for each four clients or other patients receiving Crisis Stabilization at any given time.
  - d) If the client is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.
  - e) Other persons may be utilized by the program, according to need.
  - f) If Crisis Stabilization services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.
  - g) Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.
  - h) Selected bidder shall staff the access line with appropriate staff to respond to calls. The proposal will identify qualifications of staff assigned to answering calls from the Access Line.

#### 10. Medical Records

- a. The selected bidder shall be responsible to enter all Client Service Information, admission data, and billing information into the County data system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

- b. The selected bidder will be responsible for “release of information” requests for the CSC facility and shall adhere to applicable federal and state regulations.
11. Clinical Staff - The clinical staff shall be composed of all licensed mental health or waived/registered professionals as included in CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).
12. Medical Staff – The medical staff shall include a physician and a registered nurse, psychiatric technician or licensed vocational nurse, and any other type of licensed professional needed to address client needs, pursuant to CCR, Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 (Crisis Stabilization Staffing Requirements).
13. Pharmaceutical Services – The selected bidder shall provide for medication services on an as needed basis and the staffing must reflect this availability, pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements) and all other applicable federal/state regulations. The administration of a psychotropic medication(s) to children and youth in the Foster Care System will adhere to federal/state regulations, the requirements of pharmaceutical vendors, and the coordination with the Department of Social Services-Child Welfare as it relates to the completion of forms, provision of information, etc.
14. Assessment of Physical Health & Medical Backup Services – Pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.338 (Crisis Stabilization Contact and Site Requirements), selected bidder shall describe the means they intend to use to provide admission history and physical examination, and to have a written agreement for medical services with one or more general acute care hospitals. Said agreements are to be executed by start of contract.
15. Utilization Review, Billing and Cost Report:
  - a. Selected bidder will notify the Department of any admission of a County client within twenty-four (24) hours or the next business day in a manner approved by the County. The notification method shall be approved by the County.
  - b. Selected bidder shall be responsible to insure that documentation in the client's medical record meets medical necessity criteria for the hours of service submitted to County for reimbursement by federal intermediaries, third-party payers and other responsible parties.
  - c. Selected bidder shall enter all mental health data and billing information into the County data system 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 bidder shall submit a complete and accurate DHCS Short/Doyle Medi-Cal Cost Report for each fiscal year ending June 30th affected by the proposed agreement within 120 days following the end of each fiscal year.
  - e. Selected bidder shall insure that cost reports are prepared in accordance with General Accepted Accounting Principles (GAAP) and the standards set forth by the DHCS and the County.
16. Patients' Rights and Certification Review Hearings
  - a. Selected bidder shall 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. Selected bidder shall 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.
- 17. Family Advocate – Selected bidder shall promote and allow access to the Family Advocacy Services representative (Family Advocate) who is contracted by the County to advocate and assist clients, families, and support systems who are seeking or receiving mental health services.
- 18. Grievances and Incident Reports – Selected bidder shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with FCMHP policies and procedures, as indicated in Exhibit E. The purpose of Exhibit E is to provide bidders with instructions and background information regarding the grievance process and incident reporting for FCMHP beneficiaries. The selected bidder 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 approved by the County. The selected bidder shall post signs, provided by the County, informing clients of their right to file a grievance and appeal.

The selected bidder will notify County of all incidents or unusual occurrences reportable to state licensing bodies that affect County clients within twenty-four (24) hours. The bidder shall use the Incident Report form, as indicated in Exhibit F, for such reporting.

Within fifteen (15) days after each grievance or incident affecting County-sponsored clients, the selected bidder shall provide County with the complaint and bidder's disposition of, or corrective action taken to resolve the complaint or incident.

Within fifteen (15) days after the selected bidder 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 the bidder receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, the bidder 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 who are exhibiting acute psychiatric symptoms. This includes the manner in which seclusion and restraint will be administered when necessary for the safety of the client, other clients in the program and staff. Program description must include provision of services that are voluntary in nature and reflect the needs of those present that are not involuntarily detained.
- B. Provide the appropriate type and level of staffing to provide for a clinically effective program design that adheres to State staffing requirements.
- C. Provide staff training in the areas of non-violent crisis intervention, evidence based, best practice, or promising practices to insure staff are competent and proficient in the therapeutic interventions and practices in serving both adults and youths accessing the CSC. In addition, selected bidder will be responsible for providing appropriate training for staff operating the Access Line.
- D. Bidders are to explain cost containment strategies for the provision of stock and prescription medications to clients (i.e. 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.).
- E. Provide an intensive treatment program which has individualized treatment plans.

- F. Stabilize the clients' acute psychiatric symptoms in the most expedient manner possible while adhering to appropriate clinical care standards. This may include initiating a Treatment Authorization Request (TAR) to the pharmacy and providing justification when psychotropic medications are needed on an emergency basis.
- G. Effectively partner with other programs in the County and community system (i.e. law enforcement, local emergency departments, etc.) in accepting County clients for admission for Crisis Stabilization services.
- H. Effectively partner with rural services providers (i.e. emergency departments, etc.) to provide Crisis Stabilization services via teleconference, tele-behavioral health (i.e. utilization of video and computer equipment), and/or other method presented by bidders and deemed acceptable by the department.
- I. Work collaboratively with the County and community resources in discharge planning to ensure appropriate ongoing outpatient specialty mental health treatment services (county mental health programs, community based organizations etc.) are provided. Discharge planning would also include working collaboratively with out-of-county Mental Health Plans to insure children and youth in foster care who reside in Fresno County are linked to appropriate ongoing outpatient specialty mental health services as appropriate.
- J. Identify clients with frequent admissions during the fiscal year and develop strategies with other County and community agencies to reduce readmissions and improve clients' overall well-being through coordination of care.
- K. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist clients to be discharged to the appropriate level of care.
- L. Work effectively with the DBH Conservatorship Team as appropriate for clients presenting to the CSC as gravely disabled and may require consideration for a temporary conservatorship.
- M. Integrate mental health and substance use disorder services. 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) treatment 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 and support staff, regardless of licensure or certification, and
    - e. Documentation of coordination of care with collaborative mental health and/or substance use disorder providers for each client.

- N. Operate a toll-free, 24/7 answering service for DBH in accordance with state and federal regulations and utilize the County's Access Line Database to maintain a log of all requests for mental health services. Selected bidder will work closely with the Technology and Quality Management Division on a monthly basis.

**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 bidder's procedures must include ensuring compliance of any subcontracted providers with these requirements.
- C. Bidder's assurances that minors shall not be used as interpreters.
- D. The process and manner in which the bidder 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 bidder's client census including the incorporation of cultural competency in the bidder'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 Fresno County's Department of Behavioral Health Cultural Diversity Committee scheduled 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 bidder will keep abreast of evidence-based and best practices in cultural competency in mental health care and treatment to ensure that the bidder maintains current information and an external perspective in its policies. The bidder 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. Bidder's staff will assume that the population served may not be in heterosexual relationships. Sensitivity to gender and sexual orientation must be covered in annual training.
- J. Describe how the bidder's staff will utilize existing community supports, referrals to transgender support groups, etc., when appropriate.

- K. The bidder is required to attend annual Cultural Competence, Compliance, Health Insurance Portability and Accountability Act (HIPAA), Billing, and Documentation training provided by County's DBH.
- L. The bidder will report its efforts to evaluate cultural and linguistic activities as part of the bidder's ongoing quality improvement efforts in the monthly activities report. Reported information may include clients' complaints and grievances, and resulting actions regarding 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 Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or at the risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

Five (5) Work Plans will be utilized to support DBH's mission statement. The work plans were developed as a concept of a Transformation Plan that would encompass system planning, implementation and oversight to be reflective of a comprehensive system of care. These work plans are provided below as a reference to be utilized by the bidders to help guide in the development of program measureable goals and program success.

Bidders shall propose their own outcomes measures that are deemed to best evaluate the success of the clients and program. DBH may adjust the outcome measurements needed under this program periodically, so as to best measure the success of clients and program as determined by the County.

Bidders are to submit as part of their proposals; goals, indicators, potential outcomes and analysis. Goals related to the access line are mandated and will be used as measureable outcomes, all other goals identified are suggestions and/or examples.

The selected bidder will utilize a computerized tracking system with which outcome measures and other relevant consumer data, such as demographics, will be maintained.

1. **Behavioral Health Integrated Access** – timeliness between client referral to admission, admission to treatment, and treatment to discharge; penetration rate; effectiveness of discharge planning as demonstrated by referral and linkage to other DBH programs, community providers, and other community resources; and services that provide screening and access to ensure clients are linked to the services they need, including mental health substance use disorders and physical health services.

As related to the Access Line: selected bidder shall meet all performance goals on a monthly basis, as detailed in Exhibit G ("Access Line Performance Measuring and Monitoring")

2. **Wellness, Recovery, and Resiliency Supports** – collaborative approach to treatment strategies to reduce readmission of consumers with frequent admissions to the facility; effectiveness of services as demonstrated by the number of consumers who are able to be discharged to the community and avoid inpatient hospitalization; measurement of recidivism rates, including measuring percentage of recidivism within 30 days. State the Evidence Based Practices (EBP) that shall be used.
3. **Cultural/Community Defined Practices** – services or philosophical practices which support the unique cultural-specific needs of individuals receiving care. Focus on behavioral health practices which reflect the unique needs of various cultures and communities who reside within Fresno County.
4. **Behavioral Health Clinical Care** – services where direct therapeutic treatment is provided. Include the framework of "Levels of Care" where client's needs, as identified through assessment/screening, are matched with a complexity and intensity of services meets those needs. .
5. **Infrastructure Supports** – includes all personnel, equipment, programs, and facilities which exist to support the delivery of care to the clients served. Includes safety, quality improvement and regulatory compliance functions, along with outcome assessment/program evaluation, training, and technology.
6. Selected bidder will reduce denial rate for Crisis Stabilization billing by 5% within the first six months, based on previous program denial rates. Rates will be determined by the utilization review performed by FCMHP.

## COST PROPOSAL

The cost proposal shall provide a breakdown of anticipated expenses to operate a twenty (20) bed Crisis Stabilization Center for adults, an eight (8) bed Crisis Stabilization Center for children/adolescents, and a 24/7 Access Line, within the facility located at 4411 E. Kings Canyon Road, Fresno, Ca. 93702, for an initial three-year period, beginning July 1, 2016 through June 30, 2019, with two (2) optional twelve (12) month extension periods based on satisfactory outcomes performance.(Exhibit H). It is acknowledged that the daily census can fluctuate and bidders are to submit budgets that would reflect operation of the respective CSCs at full capacity. The daily census can fluctuate depending on multiple variables. The intent of Exhibit H is to provide bidders with a framework for submitting requested budgets. Bidders are to submit their budgets and costs based on their actual costs at full capacity.

The current fiscal year maximum annual amount of funding for the Adult CSC is \$6,518,893.

The current fiscal year maximum annual amount of funding for the Youth CSC is \$2,649,269

Bidders are to submit one budget narrative for the first two fiscal years (FY) of the program (July 1, 2016 to June 30, 2017 and July 1, 2017 to June 30, 2018). Budgets shall be divided into three columns: Adult, Youth, and Total Costs and are to include ramp up costs, if needed. Budgets for years FY 2018-2019, FY 2019-2020, and FY 2020-2021, should include year-end totals, only. Budgets for years 3-5 will be submitted by the selected bidder to the Department by March 1<sup>st</sup>, prior to the next FY.

Budget narratives shall clearly explain the line items found within each budget. Expenses for items such as medication, food, laundry, medical waste disposal, maintenance of durable medical equipment, and other applicable expenses (i.e. blood pressure cuffs, glucometers etc.) should be disclosed within cost proposals and included in the budget narrative. 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 bidder. Budgets must also include projected Medi-Cal, Medicaid, and any other forecasted revenues. Calculations executed to arrive at estimated revenues shall be explained within respective budget narratives. Budgets must also delineate the payer mix (Medi-Cal, third party payors, etc.) for each budget year. All revenues generated shall partially offset costs associated with budget expenditures. It is estimated that 3% of the client population will have Medicare or private insurance, 95% will have Medi-Cal, and 2% will be uninsured.

Bidders are to submit budgets as indicated above, which include bidder cost for janitorial and security services and shall incorporate costs for utilities and maintenance services at County's estimated figures. For FY 16-17, the department estimates \$103,938.45 for utilities and \$36,677.55 for maintenance services for the Crisis Stabilization Center facility.

Bidders are to include in their Budget Narrative the cost to operate a 24/7 Access Line. All costs related to the use of Language Line Services through this account will be paid for by Fresno County directly to Language Line Services and shall not be a part of this Agreement. DBH is not responsible for costs related to interpreter services provided to callers by any other party or agency.

### COMPUTERS

With regard to computers at the County site, the selected bidder will supply their own personal computers, internet, and network devices. In addition, the selected bidder 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 bidder 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 successful bidder's network equipment will be located will be restricted and monitored by County Information Technology Services Department (ITSD) designated staff during each entry until exit.



**ADMINISTRATIVE AND EMPLOYEE BENEFITS COSTS**

Fresno County Administrative Policy No. 5 requires that nonprofit organizations which primarily serve Fresno County and professional services contracts where Fresno County is the sole client limit administrative costs to a maximum of fifteen percent (15%) of the total program budget and limit employee benefits to a maximum of twenty percent (20%) of total salaries. A template has been provided (Exhibit I) to help determine whether Administrative Policy No. 5 applies to your agency. An electronic copy of this template is available upon request.

If your agency falls into the above categories, the cost proposal should reflect these limitations. The calculation for employee benefits is to include health insurance, life insurance, retirement, worker's compensation, unemployment insurance, Old-Age, Survivors & Disability Insurance (OASDI), Federal Unemployment Tax Act (FUTA), Federal Insurance Contributions Act (FICA)/Medicare, Benefits Administration, and all other optional and required items paid to or on behalf of the employee, as they apply to your agency.

**INVOICING**

The successful bidder shall invoice the County by the tenth (10th) day of each month for the prior month's actual services rendered to [DBHInvoices@co.fresno.ca.us](mailto:DBHInvoices@co.fresno.ca.us). The selected bidder shall submit one invoice for the actual services provided at the Adult CSC, one invoice for the actual services provided at the Youth CSC, and one invoice for monthly expenditures associated with the Access Line. Access line monthly invoices shall identify the billing period as well as provide a breakdown of the quantity, per unit cost, and total charge for each of the following call types: Base Rate Calls, Additional Calls (in excess of Base Rate Calls), Dial Outs, Patched Calls, and other calls as pre-approved by the Department. After the selected bidder renders service to referred clients, the selected bidder will invoice County for payment, certify the expenditure, and submit electronic claiming billing directly into County's billing system for the DHCS reimbursement for all clients, including those eligible for Medi-Cal as well as those that are not eligible for Medi-Cal, including contracted cost per unit and actual cost per unit.

The successful bidder shall submit monthly invoicing that itemizes the line item charges for monthly program costs, and provides monthly budget status report that will serve as a tracking tool to determine if the successful bidder's program costs are in accordance with the budget.

The County will invoice the selected bidder for costs associated with landscaping, building maintenance and utilities for the Adult CSC and for the Youth CSC, separately. If provided by the County Internal Services Department, the County will include costs associated with security and janitorial services for the CSC within the invoice. The selected bidder shall provide payment for these expenditures to County's DBH, Accounts Receivable, P.O. Box 712, Fresno, Ca. 93717-0712, Attention: Business Office, within forty-five (45) days after the date of receipt by the selected bidder of the monthly invoicing provided by County.

**FACILITY MANAGEMENT**

Utilities, maintenance, and telecommunication costs should be included within submitted budgets. The resulting contract will not include rent or lease costs. However, the successful bidder will be required to execute a no-cost lease agreement with the County. For FY 16-17, the department estimates the following costs for the Crisis Stabilization center facility: \$103,938.45 for utilities and \$36,677.55 for maintenance. In the event that the estimated County costs above are exceeded during the resulting contract, the County and the contractor shall renegotiate the budget either through modification or amendment.

Existing furniture within the CSC facility may be utilized by the successful bidder and a tour of the current facility will be executed following the Bidder's conference. Furniture utilized by successful bidder shall be returned to County in good condition less normal wear and tear. If a Bidder determines that an alteration to the facility is required for operations, the suggested modification should be included within the respective budget sheets and budget narratives. Any modifications must be approved in advance. Any County DBH fixed assets utilized by the successful bidder (i.e. copier, fax machine) shall remain the property of the County during the resulting contract period.

Maintenance of the CSC facility will continue to be provided by the DBH via the County Internal Services department. The current facility consists of approximately 10,450 square feet (7,266 square feet for the Adult CSC and 3,184 square feet for the Youth CSC). A copy of the floor plan is shown within Exhibit A. The successful bidder 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. Identification badges for the successful bidder's staff shall be provided by the successful bidder. Regarding parking, employees for the successful bidder have the option to park their personal vehicles within the public parking designated area adjacent to the facility which shall be shown the day of the facility tour, or pay for parking through the County's Internal Services which would allow the successful bidder's employees to park within designated permit areas. A parking sticker costs \$4.00 per County pay period or \$104 annually. The successful bidder would be required to consult with DBH administrative staff to make these arrangements. There will be no fleet type vehicles assigned to the CSC program. The parking areas will be shown the day of the facility tour.

## **BILLING**

Crisis Stabilization is provided as a package of services which means the billing unit for crisis stabilization-urgent care is based upon hours of time that client remains in the CSC. Partial blocks of time shall be rounded up or down to the nearest one hour increment, except that services provided during the first hour shall always be rounded up. A maximum number of hours claimable in a 24-hour period are twenty (20) hours. The Department shall periodically review a sample of crisis stabilization services provided for duration of two hours or less to identify the appropriateness of admissions to the CSC. The intent of the sampling is to ensure admissions are valid and align with the CSC's mission. The sample size, as a percentage of total individuals served, shall be determined by DBH.

Crisis Stabilization services are not reimbursable on days when Psychiatric Inpatient Hospital Services or Psychiatric Health Facility Services or Psychiatric Nursing Facility Services are reimbursed by Medi-Cal, except on the day of admission.

No other Specialty Mental Health Services are reimbursable by the County during the same time that Crisis Stabilization is reimbursed except for Targeted Case Management.

The selected bidder will be provided access to the County's mental health information system to record and bill for Medi-Cal and non-Medi-Cal consumer services (Crisis Stabilization- Urgent Care) provided. Data entry will be the responsibility of the bidder's staff as allowed by the County. The County of Fresno will receive Medi-Cal revenues from the State and will use such revenues to offset the gross cost of the contract. The County will monitor the number and amount of services billed to the State and paid by the State to the County. Any and all audit exceptions resulting from the provision and billing of Medi-Cal services by the vendor, shall be the sole responsibility of the bidder. The bidder may only bill Medi-Cal services at the rate established by the County in the contract for services.

For each fiscal year (July-June) or portion thereof that the contract is in effect, the bidder shall provide the County with an annual cost report within ninety (90) days following the close of the fiscal year or payments may be delayed. Such report shall be prepared in accordance with general accounting principles and cost format instructions in accordance with State Department of Health Care Services (DHCS) requirements and as approved by the County and completed within ninety (90) days or payments may be delayed. The cost settlement process between the County and selected bidder shall be included in the agreement for services.

Any discrepancy in invoicing, billing, documentation or reporting processes may delay or affect the payment process.

## **COST REPORT**

For cost reporting, the resulting Agreement with the successful bidder shall include the following:

CONTRACTOR agrees to submit a complete and accurate detailed cost report on an annual basis for each fiscal year ending June 30<sup>th</sup> in the format prescribed by the DHCS for the purposes of the Short Doyle Medi-Cal reimbursements and total costs for programs. CONTRACTOR shall submit one cost

report for the Adult CSC services and one cost report for the Youth CSC services. 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. CONTRACTOR shall report costs under their approved legal entity number established during the Medi-Cal certification process. The information provided applies to CONTRACTOR for program related costs for services rendered to Medi-Cal and non Medi-Cal. The CONTRACTOR will remit a schedule to provide the required information on published charges 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. CONTRACTOR must report all collections for Medi-Cal/Medicare services and collections. The CONTRACTOR shall also submit with each cost report a copy of the CONTRACTOR's general ledger that supports revenues and expenditures for the specified Adult or Youth CSC. CONTRACTOR must also include a reconciled detailed report of the total units of services rendered under this Agreement compared to the units of services entered by CONTRACTOR into COUNTY's data system.

Cost reports must be submitted to the COUNTY as a hard copy with a signed cover letter and electronic copy of the completed DHCS cost report form along with requested support documents following each fiscal year ending June 30<sup>th</sup>. During the month of September of each year this Agreement is effective, COUNTY will issue instructions of the annual cost report which indicates the training session, DHCS cost report template worksheets, and deadlines to submit as determined by the State annually. Remit the hard copies of the costs reports to County of Fresno, Attention: Cost Report Team, P.O. Box 45003, Fresno, Ca. 93718. Remit the electronic copy or any inquiries 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 CONTRACTOR 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 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:

- II. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- VI. TRADE SECRET:
  - A. Sign where required.
- VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VIII. REFERENCES
- IX. PARTICIPATION

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

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

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

XII. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:

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

## AWARD CRITERIA

### **COST**

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

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.
- D. Does the bidder's staff or staff to be recruited or hired have demonstrated experience working with culturally and linguistically underserved minority populations and have knowledge about the culture and languages of these intended groups as well as other diverse communities?
- E. The program model advances wellness and recovery principles and includes Peer and/or Family support staff.
- F. Are Evidenced Based Programs included?
- G. Are the bidder's programs CARF accredited?

### **FINANCIAL CONSIDERATIONS**

- A. The bidder passes normal financial tests used to determine the viability of continuing or proposed operations.
- B. Bidder's financial performance history with the County.

### **MANAGEMENT PLAN**

- A. The experience of the bidder's management team in managing a Crisis Stabilization program and adhering to federal and state regulations.
- B. 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. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ **One (1) original plus six (6) copies** of the RFP have been provided.
5. \_\_\_\_\_ Provide a Conflict of Interest Statement.
6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<b>952-5405</b>
Closing Date:	<b>January 26, 2016</b>
Closing Time:	<b>2:00 P.M.</b>
Commodity or Service:	<b>Crisis Stabilization Center</b>

**Return Checklist with your RFP response.**



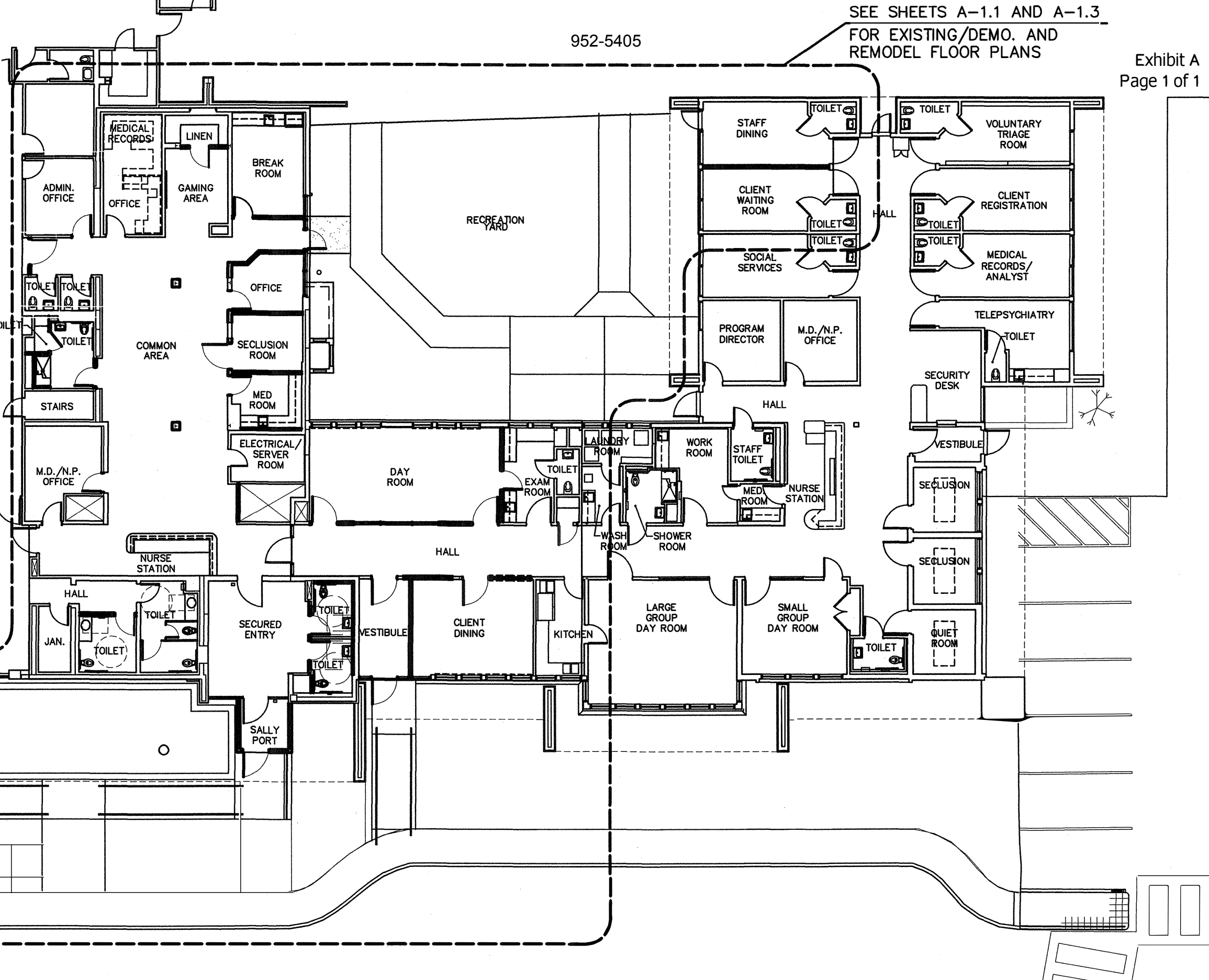
## EXHIBITS A-I

- Exhibit A: Site Map
- Exhibit B: DMH Inventory of 5150 Designated Facilities
- Exhibit C: 24/7 Access Line Intuitive Database for Logging Calls
- Exhibit D: Language Line Quick Reference Line
- Exhibit E: Grievance Procedures
- Exhibit F: Grievance and Incident Reporting
- Exhibit G: Access Line Performance Measuring and Monitoring
- Exhibit H: Budget Sheets (Attached as a separate Excel file)
- Exhibit I: Administrative Policy No. 5 Compliance (Attached as a separate Excel file)



952-5405

SEE SHEETS A-1.1 AND A-1.3  
FOR EXISTING/DEMO. AND  
REMODEL FLOOR PLANS

Exhibit A  
Page 1 of 1



**DEPARTMENT OF HEALTH CARE SERVICES  
INVENTORY OF COUNTY 5150 DESIGNATED FACILITIES**

	<b>STATE OF CALIFORNIA</b> Department of Health Care Services – Program Oversight & Compliance Branch 1700 K Street, MS 2800 SACRAMENTO, CA 95811 VOICE: (916) 323-1864 FAX: (916) 323-0694 WEBSITE: HTTP://WWW.DHCS.CA.GOV			
<b>COUNTY MENTAL HEALTH INFORMATION</b>				
(County)	(County Mental Health Director)	(Email Address)		
(Number, Street, or Post Office Box)	(City)	(State) (Zip Code)		
Telephone (Area Code/Number)	FAX (Area Code/Number)			
<b>COUNTY 5150 DESIGNATED 24-HOUR LICENSED INPATIENT HEALTH FACILITIES</b> <i>(Do not include facilities that ARE NOT physically located in your county.)</i>				
<b>FACILITY NAME</b>	<b>FACILITY ADDRESS</b>	<b>FACILITY Y PHONE</b>	<b>NUMBER OF PSYCH. BEDS</b>	<b>FACILITY TYPE OR LICENSE</b>
<i>I HEREBY CERTIFY, to the best of my knowledge and belief, that this list is correct and complete and that each facility designated by this county for approval by DHCS meets CCR, Title 9, Article 10, Section 663 minimum staff requirements for inpatient services.</i>				
(Signature of County Mental Health Director)			(Date)	

**DEPARTMENT OF HEALTH CARE SERVICES  
INVENTORY OF COUNTY 5150 DESIGNATED FACILITIES**

<b>OTHER TYPES OF COUNTY 5150 DESIGNATED FACILITIES</b> (Do not include facilities that ARE NOT physically located in your county.)				
FACILITY NAME	FACILITY ADDRESS	FACILITY PHONE NUMBER	NUMBER OF PSYCH. BEDS	FACILITY TYPE OR LICENSE
(Signature of County Mental Health Director)		(Date)		
<b>To discontinue a 5150 Designation:</b> Send a letter to the address above stating that your county wishes to remove the specified facility from their designated 5150 facility list and include the facility information in the letter.				

<b>For Department of Health Care Services Use Only</b>	
Date Form Received _____	Initials _____
Date Information Entered in Statewide Database _____	Initials _____

**PLEASE RETURN THIS FORM ON OR BEFORE: \_\_\_\_\_**

Return to:  
 Department of Health Care Services  
 Program Oversight and Compliance Branch – Licensing and Certification Section  
 1700 K Street, MS 2800, Sacramento, CA 95811

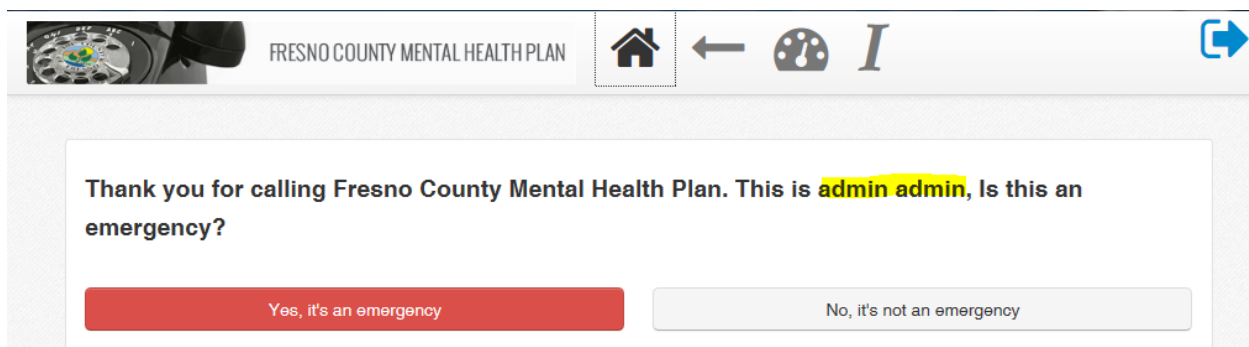
**Phone: (916) 323-1864 FAX: (916) 323-0694**

## Fresno County Mental Health Plan 24/7 Toll-Free Access Line Intuitive Database for Logging Calls

The Access Line database is a web-based application, developed with intuitive, decision-tree functionality that will be used by the answering service provider for the collection of caller/client information received on the 24/7 Toll-Free Access Line and all other department programs utilizing the answering service, and to provide callers with information on how to access SMHS in accordance with the State requirements. The database contains features incorporates the State-mandated requirements related to logging initial requests for specialty mental health services.

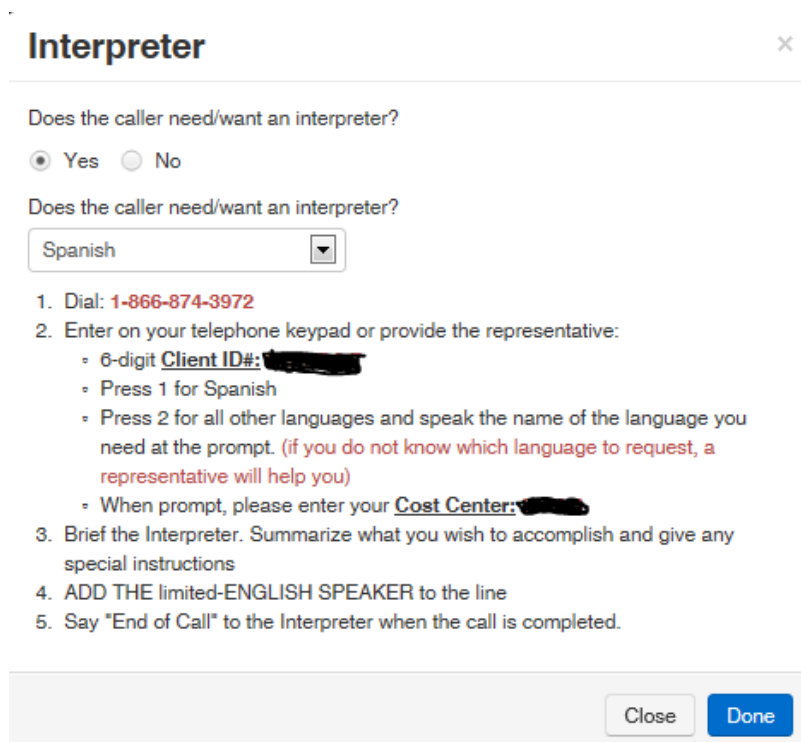
### DATABASE SCREENSHOTS

**GREETING SCREEN:** User's name will appear in the greeting based upon the user's login information.



The screenshot shows the top navigation bar of the application. It includes a logo on the left, the text "FRESNO COUNTY MENTAL HEALTH PLAN", a home icon, a back arrow, a help icon, and a user profile icon labeled "I". On the right is a share icon. Below the navigation bar is a white box with a grey border containing the text: "Thank you for calling Fresno County Mental Health Plan. This is **admin admin**, Is this an emergency?". At the bottom of this box are two buttons: a red button labeled "Yes, it's an emergency" and a grey button labeled "No, it's not an emergency".

**INTERPRETER SCREEN:** After either option from the greeting menu above is selected, the interpreter screen opens up. It contains a drop-down listing of languages and step-by-step instructions on how to reach Language Line Services



The screenshot shows a window titled "Interpreter" with a close button (X) in the top right corner. The window contains the following content:






Does the caller need/want an interpreter?  
☒ Yes ☐ No

Does the caller need/want an interpreter?  
Spanish [dropdown arrow]

1. Dial: **1-866-874-3972**
2. Enter on your telephone keypad or provide the representative:
  - 6-digit **Client ID#:** [redacted]
  - Press 1 for Spanish
  - Press 2 for all other languages and speak the name of the language you need at the prompt. (if you do not know which language to request, a representative will help you)
  - When prompt, please enter your **Cost Center:** [redacted]
3. Brief the Interpreter. Summarize what you wish to accomplish and give any special instructions
4. ADD THE limited-ENGLISH SPEAKER to the line
5. Say "End of Call" to the Interpreter when the call is completed.

At the bottom right of the window are two buttons: "Close" and "Done".

**EMERGENCY SCREEN:** Questions on the “Client” tab change according to the response in regards to whom the call is made for.

 FRESNO COUNTY MENTAL HEALTH PLAN    *I* 

Any Issues with call? ☐ Hang-up ☐ Prank Call

Emergency

What is your emergency? I need to gather some information before I connect you to emergency services

Caller

May I have your first name?

May I have your last name?

Would you like an interpreter? ☒ Yes ☐ No

What Language do you speak?

Would you please provide me with a phone number I can reach you at incase we get disconnected?

Are you calling for yourself? ☒ Yes ☐ No

Client

May I have your first name?

May I have your last name?

Date of Birth

Estimated Age

Would you provide your address or current location?

What city are you in?

Connection

I will connect you to 911, please stay on the line.

Did you successfully connect the caller to 911? ☐ Yes ☒ No

Any other comments you would like to add.

Done

Cancel

**NON-EMERGENCY CALLS – ROUTING SCREEN**

The caller is requesting only information about mental health services and does not wish to access services at this time or receive a call back.

Request No Callback

Are you calling to request services or for information about services from the Fresno County Mental Health Plan?

Request for Service

Are you calling to leave a message for your current care provider or you're a county employee leaving a message for a supervisor?

Leave Message

Are you calling to request a Medi-Cal Mental Health Booklet or Provider List?

Request Information

Are you calling to file a complaint or appeal with the Fresno County Mental Health Plan?

File Complaint

What is the reason for your call?

Other Reason

**REQUEST NO CALL BACK SCREEN:** For callers requesting only information regarding MH services or access to MH services.

## Request No Callback

The Fresno County Mental Health Plan provides crisis and routine services to both children and adults.

For persons under 18 years of age

Crisis services are provided by:

Children's Crisis Assessment Intervention Resolution Center (CCAIR) – (24/7)

3133 N. Millbrook Ave., Fresno, CA 93703

(559) 600-6760

Routine services are provided by:

Children's Mental Health Outpatient (M-F, 8-5PM)

3133 N. Millbrook Ave., Fresno, CA 93703

(559) 600-8918

For persons 18 years and older

Crisis services are provided by:

Exodus Recovery - (24/7)

4411 E. Kings Canyon Rd., Fresno, CA 93702

(556) 453-1014

Routine Services are provided by:

Adult System of Care / Metro Area Outpatient Clinic (M-F, 8-5PM)

4441 E. Kings Canyon Rd., Fresno, CA 93702

(559) 600-4099

If you would like to access services in the future, please call back at this number: 1(800) 654-3937. We will ask for some information about the person requesting services to be provided to Fresno County Mental Health Plan so that someone can call you back, which is usually within 3 working days.

Thank you for calling the Fresno County Mental Health Plan. Have a nice day.

Was caller provided information on mental health services?

☒ Yes ☐ No

Close



SERVICE REQUEST SCREEN:

FRESNO COUNTY MENTAL HEALTH PLAN



## Service Request

Any Issues with call?

☐

Hang-up

☐

Prank Call

## Caller

May I have your first name?

May I have your last name?

Would you like an Interpreter?

☐

Yes

☒

No

May I have your phone number in case we get disconnected

Are you calling for yourself?

☐

Yes

☒

No

## Client

May I have the first name of the person you are calling for?

May I have the last name?

May I have the last 4 digits of the person's SSN?

May I have the person's Date of Birth?



Estimated Age

May I have the person's address?

Street Address

City

State

Zip Code

May I have the person's primary phone number?

Do you have another phone number "the client/you" can be reached at?

Thank you for contacting the Fresno County Mental Health Plan.  
Someone will call you back within 3 working days.

In the meantime, if you have (or the client has) an urgent need for services, you may contact the Fresno County Mental Plan directly.

**For persons under 18 years old, call**

- Children's Crisis Assessment and Intervention Resolution Center any time at 600-6760


**For persons 18 years or older, call**






- Urgent Care Wellness Center at 600-9171 Monday through Friday between 8AM-5PM, or
- Exodus at 453-1014 after normal business hours

Any other comments you would like to add.

Done

LEAVE A MESSAGE SCREEN:

 FRESNO COUNTY MENTAL HEALTH PLAN



**Message**

Any Issues with call? ☐ Hang-up ☐ Prank Call

**Caller**

May I have your first name?

May I have your last name?

Would you like an Interpreter? ☐ Yes ☒ No

Phone

Are you calling for yourself? ☐ Yes ☒ No

**Client**

May I have the person's first name?

May I have the person's last name?


Primary Phone #





Secondary Phone #


**Comments**

Done

REQUEST LITERATURE/INFORMATION SCREEN:

 FRESNO COUNTY MENTAL HEALTH PLAN





**Literature Request**


Any Issues with call? ☐ Hang-up ☐ Prank Call





**Caller**  
  
May I have your first name?   
  
May I have your last name?   
  
Would you like an Interpreter? ☐ Yes ☒ No  
  
May I have your mailing address?  
  
Street Address   
  
City   
  
State   
  
Zip Code   
  
May I have your phone number?


**Literature**  
  
What literature are you requesting? ☒ Medi-Cal Mental Health Booklet ☒ Provider List ☐ Other   
  
The Medi-Cal Mental Health Services booklet and Provider List are available in English, Spanish, and Hmong, and come in normal or large print and audio. The English version is also available in Braille. Which language and format would you prefer?  
  
**English**  
☒ Normal Print ☐ Large Print ☒ Audio ☐ Braille  
  
**Spanish**  
☐ Normal Print ☒ Large Print ☐ Audio  
  
**Hmong**  
☐ Normal Print ☒ Large Print ☐ Audio  
  
Do you have any additional requests?

Done

FILE COMPLAINT SCREEN (Part 1 of 2):

 FRESNO COUNTY MENTAL HEALTH PLAN





**File Complaints**

Any Issues with call? ☐ Hang-up ☐ Prank Call

**Caller**

May I have your first name?

May I have your last name?

Interpreter Needed ☐ Yes ☒ No

May I have your mailing address?

Street Address

City

State

Zip Code

May I have your phone number?


Are you calling for yourself? ☐ Yes ☒ No

**Client**

May I have the person's first name?

May I have the person's last name?

May I please have the last 4 digits of the persons Social Security Number?

May I please have the date of birth?  

May I have an estimated age?

May I have the client's address?

Street Address

City

State

Zip Code

May I have the client's phone number?

Do you have another phone number the person can be reached at?

**FILE COMPLAINT SCREEN SCREEN (Part 2 of 2):** Provides descriptions of the various types of complaints that can be filed and offers alternative formats for the various forms.

**What type of complaint would you like to file: an Appeal, Grievance, or Change of Provider?**

An Appeal is way to file a formal complaint when you have a problem with a denial, modification, reduction, or termination of services or a failure to receive services in a timely manner

☒ Appeal

You may request that your appeal be addressed within 3 working days if a delay in services will jeopardize your life, your health, or your ability to attain, maintain, or regain maximum functioning.

Is this an expedited appeal? ☐ Yes ☐ No

English	Spanish	Hmong
<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print
<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print

A Grievance is a way to file a formal complaint when you have a general concern with treatment that you want addressed, such as abuse, billing, quality of care, confidentiality, or medication. (Expedited service not available)

☒ Grievance

English	Spanish	Hmong
<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print
<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print

A Change of Provider is a formal way to make a request when you would like a change providers. (Expedited service not available)

☒ Request Change of Provider

Who is your current provider?

English	Spanish	Hmong
<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print	<input type="checkbox"/> Normal Print
<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print	<input type="checkbox"/> Large Print

If you're not sure which type of complaint to file, someone from Managed Care can assist you.

☒ Unsure ☐ Send All

Would you like a call back from Managed Care? ☒ Yes ☐ No


**You may also contact  
MANAGED CARE  
directly at (559) 600-4645**

Is this the best number for Managed Care to reach you at?

Do you have additional requests?

Done

**BACK-END USER DASHBOARD:** Logged calls are categorized by call type. Allows department staff to retrieve and triage calls for appropriate follow-up. Features include the ability to view and edit the logged call, provide comments on what was done with the call, and close the call out once the appropriate follow-up/action(s) has been completed.



FRESNO COUNTY MENTAL HEALTH PLAN

[Emergency](#)
[Service Requests](#)
[Messages](#)
[Literature Request](#)
[Complaints](#)
[Others](#)

admin admin

Emergencies

Filter List

Type	Caller	Client	Phone	City	Emergency Connected	Status	Date	Edit	View	Respond
Emergency	John Doe	John Doe	555-555-5555	Fresno	Yes	Open	10/26/2023			

**QUICK REFERENCE GUIDE****COUNTY OF FRESNO - DEPARTMENT OF BEHAVIORAL HEALTH**

Keep this Quick Reference Guide (QRG) nearby for easy reference to effectively utilize Language Line® Over-the-phone Interpretation Service.

**WHEN RECEIVING A CALL:**

1. Use Conference Hold to place the limited English speaker on hold.
2. **Dial: 1-866-874-3972**
3. Enter on your telephone keypad or provide the representative:
  - 6-digit Client ID: **5 0 1 7 2 7**
  - Press 1 for Spanish
  - Press 2 for all other languages and speak the name of the language you need at the prompt.
  - When prompted please enter your: **2 6 6 6**
4. An Interpreter will be connected to the call.
5. Brief the Interpreter. Summarize what you wish to accomplish and give any special instructions.
6. ADD THE limited-ENGLISH SPEAKER to the line.
7. Say "End of Call" to the Interpreter when the call is completed.

NOTE: When placing a call to a limited-English speaker, begin at Step 2. If you need assistance placing a call to a limited-English speaker, please inform the interpreter at the beginning of the call.

**IMPORTANT TIPS:**

**UNKNOWN LANGUAGE** – If you do not know which language to request, our representative will help you.

**LINE QUALITY PROBLEMS** – If you have problems before reaching a representative, press "0" to be transferred. If there is a sound quality problem, ask the representative to stay on the line to check for sound quality. If you have problems connecting to an Interpreter call Customer Service at 1-800-752-6096.

**WORKING WITH AN INTERPRETER** – Give the Interpreter specific questions to relay. Group your thoughts or questions to help conversation flow quickly.

**LENGTH OF CALL** – Expect interpreted comments to run a bit longer than English phrases. Interpreters convey meaning-for-meaning, not word-for-word. Concepts familiar to English speakers often require explanation or elaboration in other languages and cultures.

**INTERPRETER IDENTIFICATION** – Our Interpreters identify themselves by first name and number only. For reasons of confidentiality, they do not divulge either their full names or phone number.

**DEMONSTRATION LINE** – To hear a recorded demonstration of over-the-phone interpretation call our demonstration line at 1-800-996-8808 or visit our website at [www.LanguageLine.com](http://www.LanguageLine.com)

**CUSTOMER SERVICE** – To provide feedback, commend an Interpreter, or report any service concerns, call Customer Service at 1-800-752-6096.

Language Line Services • 1 Lower Ragsdale Drive, Bldg. 2 • Monterey CA 93940

[www.LanguageLine.com](http://www.LanguageLine.com)

## **Fresno County Mental Health Plan**

### **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 45003  
Fresno, CA 93718-9886  
(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.

## FRESNO COUNTY MENTAL HEALTH PLAN

### GRIEVANCES AND INCIDENT REPORTING

#### 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* ☐**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 \_\_\_\_\_

**Access Line Performance Measuring and Monitoring****Performance Measures**

Selected bidder shall meet all performance goals on a monthly basis as detailed below in Table A. The Database is designed to enable telephone operators to appropriately handle calls received on the Access Line and to collect the required information.

<b>Table A: Performance Measures</b>		
<b>#</b>	<b>Performance Measure</b>	<b>Goal</b>
1.	Call was logged in Access Line Database	100%
2.	Operator asked if the caller's/client's situation is an emergency	100%
3.	Operator asked for caller's/client's name	100%
4.	Operator logged caller's/client's name accurately in Database	100%
5.	Operator asked for caller's/client's call back phone number	100%
6.	Operator logged caller's/client's call back phone number accurately in Database	100%
7.	Operator asked for the reason for call	100%
8.	Operator logged the reason for call accurately in Database	100%
9.	Operator utilized AT&T Language Line Service when applicable <ul style="list-style-type: none"> <li>a. Caller requests/accepts interpreter services</li> <li>b. Operator does not speak the caller's language</li> <li>c. Operator feels interpreter services are necessary</li> </ul>	100%
10.	Operator provided appropriate linkages to mental health services <ul style="list-style-type: none"> <li>a. To the adult services program(s) as indicated in the Access Line Database</li> <li>b. To the children's services program(s) as indicated in the Access Line Database</li> </ul>	100%
11.	Operator provided information on the grievances/appeals/State fair hearing process	100%

**Performance Monitoring**

DBH will conduct test calls of the Access Line on a monthly basis to monitor the performance measures described in Table A.

1. Test calls may be made in English and/or non-English languages as deemed appropriated by DBH.
2. The number of test calls performed by DBH to the Access Line each month shall match the number of test calls conducted by the State during their review of the Access Line as stated in the most recent version of the State Medi-Cal Protocol. For Fiscal Year 2015-16, the number of test calls will be, at minimum, seven (7) per month.
3. **Test Call Outcomes Feedback:** DBH will provide feedback on test call outcomes to selected bidder as follows:
  - a. The results of individual test calls shall be provided to selected bidder within 24 hours or as soon as possible after the call is performed and the "Access Line Test Call Feedback Form" (Attachment A) is completed.
  - b. A monthly Test Call Outcomes Summary of all test calls performed during the preceding month shall be provided to selected bidder within 14 days after month end.

**Corrective Action Plan**

A "Statement of Deficiencies and Plan of Correction" (Attachment B) shall accompany the monthly Test Call Outcomes Summary if any goal was unmet (outcome falls below 100%) or issues related to test calls were not resolved satisfactorily.

1. The "Category" and "Summary Statement of Deficiencies" will be completed by DBH based upon findings from the monthly report.
2. Selected bidder shall complete the "Provider's Plan of Correction" and "Completion Date" sections, sign and date the form and return it to the department within 14 calendar days from the date of receipt.
3. The completed form shall be returned to the designated DBH staff, in compliance with HIPAA regulations regarding safeguarding client information when applicable.

**E-mailing Protected Health Information (PHI)**

Any e-mail communication with/to DBH staff containing client Protected Health Information (PHI) shall be done so in compliance with HIPAA regulations on PHI as follows:

1. Include the Confidentiality Statement below at the beginning of all e-mails containing PHI and at the beginning of each e-mail in a string of emails that contain PHI.
2. Confidentiality Statement:

**Confidentiality Statement:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender without using reply e-mail and destroy all copies of the original message.

3. Examples of PHI: Client Name, Address, Phone Number, Date of Birth, Social Security Number
4. Do not include the client's name in the "Subject" line of the e-mail.
5. All phone calls and messages emailed to DBH staff containing PHI shall be sent as an encrypted attachment. A standard password will be provided by DBH. Do not list the password within the body of the e-mail.

## Attachment A



## Fresno County Mental Health Plan

## 1-800-654-3937 Access Line Test Call Feedback Form

The toll-free Access Line is available 24 hours a day, seven days a week, to provide information on how to access specialty mental health services, including services needed to treat a beneficiary's urgent condition. The toll-free line also provides information on how to use the beneficiary problem resolution and fair hearing processes. This line also has language capabilities in all languages spoken by the beneficiaries of Fresno County

## TEST CALLER INFORMATION

Name of Staff Testing Line: \_\_\_\_\_

Date of Call: \_\_\_\_/\_\_\_\_/\_\_\_\_

Fictitious Name of Caller: \_\_\_\_\_

Time of Call: \_\_\_\_:\_\_\_\_ ☐ AM ☐ PM

Fictitious Name of Client (if different): \_\_\_\_\_

Client is a(n): ☐ Minor (under 18 years)  
☐ Adult (18 years and over)Language of Caller/Client: ☐ English ☐ Spanish ☐ Hmong ☐ Other (Specify): \_\_\_\_\_Caller's/Client's Phone # Provided to Operator: (\_\_\_\_) \_\_\_\_-\_\_\_\_ ☐ None Given ☐ N/A

Reason for the call: \_\_\_\_\_

## RESULTS OF TEST CALL

1. Did the person who took your call tell you his/her name? ☐ Yes ☐ No If Yes, what was it: \_\_\_\_\_
2. Did the person who took your call ask if your situation is a crisis / emergency? ☐ Yes ☐ No
3. Did the person who took your call ask for your name? ☐ Yes ☐ No
4. Did the person who took your call ask for your phone number? ☐ Yes ☐ No
5. ***Foreign language test callers only:*** Did the person who took your call speak your language or provide help with free language assistance services? ☐ N/A ☐ Yes ☐ No
6. Did the person give appropriate information on how to access services? ☐ N/A ☐ Yes ☐ No
7. Did the person give appropriate phone #'s (i.e. UCWC/Exodus) to contact DBH? ☐ N/A ☐ Yes ☐ No
8. Did the person give appropriate information on how to receive literature upon your request? ☐ N/A ☐ Yes ☐ No
9. Did the person give appropriate information on how to file a complaint upon your request? ☐ N/A ☐ Yes ☐ No

## ADDITIONAL COMMENTS

**Attachment B****Fresno County Mental Health Plan****1 (800) 654-3937 Access Line - State of Deficiencies and Plan of Correction**

Provider Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone (     )     -     Ext. \_\_\_\_\_  
 \_\_\_\_\_

Category	Summary Statement of Deficiencies	Provider's Plan of Correction	Completion Date
			/ /
			/ /
			/ /
			/ /

\_\_\_\_\_ / /  
 Provider's Signature Title Date