

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 952-5481

PRIMARY CARE INTEGRATION

Issue Date: July 22, 2016

Closing Date: August 25, 2016 at 2:00 PM PST

Proposal will be considered LATE when the official Purchasing time clock reads 2:01 PM PST

Submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

Questions regarding this RFP should be directed to: Nick Chin,
Phone (559) 600-7113 or e-mail countypurchasing@co.fresno.ca.us.

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

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OVERVIEW

The Department of Behavioral Health is in the process of developing a broad continuum of services at different levels of care. The integration of mental health and/or SUD services at community primary care clinics is one element of that continuum; therefore, agencies responding to this RFP must be willing to be flexible with partnering and coordinating with other providers and services which are part of that continuum and shall demonstrate an understanding of the need to leverage additional community resources and/or collaborate with other mental health and SUD programs and services in order to maximize the utility of the contract award.

The County of Fresno, on behalf of DBH, Contracted Services Division – Mental Health Services (MHS), hereafter referred to as COUNTY, is requesting Applications from qualified primary health care centers for the provision of three components of services: 1) Mental Health Prevention and Early Intervention (PEI), 2) Severely Mentally Ill/Seriously Emotional Disturbed (SMI/SED) Mental Health Treatment, and 3) Substance Use Disorder (SUD) Services at the bidder's primary health care clinics located throughout the County. As mentioned above, there are three components of this RFP and respondents may elect to submit a response for one, two, or all three components. Depending on the overall response to the RFP, preference may be given to primary care entities which can provide services for more than one component; including those services which are part of a collaboration (sub-contracted) of services/agencies provided at the primary care facility site. Primary care providers are encouraged to partner with Mental Health and/or Substance Use Disorder providers to deliver coordinated care with one another at the Primary Care facility site; delivery of these services shall include costs associated with the collaboration of services and administrative functions.

KEY DATES

RFP Issue Date: **July 22, 2016**

Bidders' Conference: **August 3, 2016 at 10:00 A.M.**
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Written Questions for RFP Due: **August 5, 2016 at 10:00 A.M.**
E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date: **August 25, 2016 at 2:00 P.M. PST**
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

BIDDERS' CONFERENCE & SITE INSPECTION:

A bidders' conference will be held in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

Bidders are to contact Nick Chin at County of Fresno - Purchasing, (559) 600-7113, if they are planning to attend.

INSURANCE REQUIREMENTS

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.
- D. 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 years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Department of Behavioral Health, Attn: Paula Zapata, 3133 N. Millbrook Ave. Bldg. 848, 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.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

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

AWARD: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. The award will be determined by factors other than price alone. Past performance and references may factor into the tentative awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. 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 Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

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

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder 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.

The bidder shall submit to County's monitoring of said compliance.

The bidder 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.

The bidder 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. The bidder 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.

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. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

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.

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

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.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners 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.

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.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

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

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

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

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

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.

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.

E-PAYMENT OPTIONS: The County of Fresno provides an E-pay 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 E-pay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

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.

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.

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.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be submitted on the forms provided in this RFP.
- Proposals must be submitted in a sealed package, with the bid number, closing date, and time on the outside of the package.
- Bidders must submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Additional material may be submitted with the proposal as attachments. 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 must submit **one original and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each proposal is to be appropriately marked "Original" or "Copy".
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders 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.
- If a bidder finds any discrepancies or omissions in the RFP or requires clarification, contact Nick Chin at (559) 600-7110 or countypurchasing@co.fresno.ca.us. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. 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. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to 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 appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, 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 appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal 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 at scheduled Board Meeting.

SCOPE OF WORK

The services shall enhance existing mental health and SUD services at primary care clinics within Fresno County. Specific areas of the County targeted include underserved cultural, ethnic, racial, linguistic and rural communities throughout *Fresno County*. Some County areas disproportionately experience untreated mental health and SUD concerns and illness due to a number of factors, including stigma against mental illness; cultural and linguistic barriers to services; poverty; distrust; isolation; and transportation needs.

The primary care clinics providing integrated mental health prevention and early intervention, SMI/SED mental health treatment, and/or SUD services shall have an integrated service delivery for their specified components within their identified primary care setting and be operational and able to provide services as proposed effective October 12, 2016; it is acknowledged that bidders may submit a request for a ramp up period for implementation of their proposed programming and it is expected that any proposed ramp up period commence on October 12, 2016. The integration of services being solicited in this RFP should not create separate stand-alone services, but be an enhancement of services that already exist and/or are part of a collaboration of services/agencies at the primary care facility site.

Collaboration with other providers:

It is expected that prospective bidders will include a commitment to learn about and, where possible, collaborate with all providers of behavioral health services in the community. Bidders shall describe their understanding of available mental health and SUD programs, services, and resources including those which address prevention, support, and treatment. A robust understanding is expected in order to maximize collaboration. Bidders shall articulate a plan for collaboration and care coordination.

Minimum Bidder Requirements

Bidders shall include bicultural/bilingual staff in alignment with the population being served in the communities identified within their bid. Bidders shall be a non-profit corporation, for-profit corporation, government or other legally constituted business entity qualified under federal and state regulations to provide these services in accordance with program licensing requirements and all provisions of the County's Mental Health Plan, SUD Services, or MHSA Prevention and Early Intervention Plan.

Bidders shall have a demonstrated record of satisfactory 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.

Bidders shall 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 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.

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

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

Each component addressed in bidder's response shall include the following assurances:

1. Detailed description of how bidder will ensure that all other avenues of billing/funding for the services/activities are exhausted within the primary care provider's billing/funding environment and/or other collaborating parties billing sources, before County funds are utilized (ensuring that County funds are the funds of last resort and will only be used for services that are an enhancement to that of existing regulatory requirements),
2. Clear articulated description of how the receipt and use of County funds for the selected component is legally allowable within the primary care provider's regulatory governance, including details

demonstrating knowledge of regulatory governance related to any collaborating agency or service provider if the bidder elects to submit a bid in collaboration with another agency.

3. Clear demonstration that the identified services are beyond what the primary care provider is already required to do as a healthcare provider.

Bidder's response shall meet all other participation requirements listed in this RFP.

Target Population

Services are designed to enhance mental health prevention/treatment, early intervention, and SUD treatment activities at primary care clinics within Fresno County. Specific areas being targeted include underserved cultural, ethnic, racial, linguistic and rural communities in Fresno County, the eastern foothills, and the south central and metropolitan areas of the County. These areas of the County disproportionately experience untreated mental health and SUD concerns and illness due to a number of factors, including stigma, cultural and linguistic barriers to services, poverty, distrust, isolation, and transportation needs.

COMPONENT #1 (PREVENTION AND EARLY INTERVENTION (PEI) Mental Health Services)

The intent of this project is to provide funds for mental health prevention and early intervention services in primary care settings as part of the effort to integrate mental health and physical health care services at community primary care facility sites. The State of California Mental Health Services Act PEI guidelines specifically limit how these funds may be used. The funding for prevention and early intervention services and activities integrated at community primary care facilities may include screening, assessment, and short-term therapeutic treatment for individuals who are early in the manifestation of a mental health concern or disorder.

The PEI funding to this target population is two-fold: 1) individuals experiencing the early manifestations of a mental health concern or illness benefit from early interventions to prevent the illness or concern from worsening; and 2) limited resources within the system of care will be exhausted more efficiently through addressing mental health concerns and illnesses at a point in time in which the costs of services are significantly less than when a person enters the system after the illness has progressed to more intensive need or as a psychiatric emergency.

The County shall only fund services that are above and beyond the primary care clinic's regulatory responsibilities for mental health; prospective bidders shall clearly demonstrate the services that are an enhancement of their current statutory requirements and clearly articulate those services for which funding is being sought. Primary care providers are encouraged to partner with Mental Health and/or Substance Use Disorder providers to deliver coordinated care with one another at the Primary Care facility site; delivery of these services shall include costs associated with the collaboration of services and administrative functions.

For Mental Health (PEI) services, prospective bidders will show services that are separate/addition to services that they are required to provide. Any additional services provided under this contract will need to be identified, such as, though not limited to:

- Outreach and education for increasing recognition of early signs of mental illness programs
- Access and linkage to treatment and other resources to improve timely access and outcomes for underserved populations
- Suicide prevention programs or approaches

Prevention and Early Intervention Staff

Clinical and Prevention and Early Intervention staff will work with patients to help identify resources and supports to eliminate or reduce stressors and/or risk factors or early signs of mental health concerns in their lives. Mental health professionals and other staff shall be specifically identified by the bidder with their roles clearly articulating who will help culturally and linguistically isolated individuals identify the services and supports necessary to stabilize their mental health well-being.

PEI Guidelines

Bidders should understand the purpose and limitations of MHSA PEI funding as described in the State's PEI Guidelines, located in Section 4 of the Mental Health Services Act which can be accessed at the following web address: http://www.dhcs.ca.gov/services/mh/Pages/MH_Prop63.aspx and should also be familiar with the Fresno County Three-Year MHSA Integrated Plan at the following web address: <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=64566>.

Many of the activities funded through PEI may be Medi-Cal reimbursable or reimbursable through the clinic's other available funding streams. Responses should include a description of billing hurdles that result from existing Medi-Cal and/or other funding rules and regulations and provide a strategy to address those rules and regulations. Individuals with SMI or SED may need more extensive mental health treatment services outside of the community clinic setting and may be linked through a referral to other mental health providers in the community according to the bidder's policies on referring based on need. Bid response should also include a proposed set of policy guidelines for referring clients to County mental health services as applicable.

General Requirements

- Utilize recognized evidence-based practices and curriculum for prevention and early intervention services and outcome-informed treatment methods.
- Demonstrate an ability to work in cooperation with other agencies to provide linkages to individual and family supportive services.
- The ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). A CLAS plan stating how providers will address the 15 national CLAS standards shall be submitted to the County within 30 days of contract execution. URL: <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- Describe how the program will manage a wait list.

COMPONENT #2 (SEVERELY MENTALLY ILL/SERIOUSLY EMOTIONALLY DISTURBED – SMI/SED)
Mental Health Services

Mental Health Treatment Services to SMI adults and SED children are requested as part of the integration of primary care and behavioral health services. The services to SMI and SED populations will be mutually agreeable to the County's Department of Behavioral Health and prospective bidders. These treatment services are for a higher level of acuity involving provision of specialty mental health services according to an individual care plan that may include individual, family, or group therapy, case management, psychotropic medication, and other intensive treatment. Primary care providers are encouraged to partner with Mental Health and/or Substance Use Disorder providers to deliver coordinated care with one another at the Primary Care facility site; delivery of these services shall include costs associated with the collaboration of services and administrative functions.

SMI references persons with significant functional impairments as a result of a mental disorder. Bidder shall demonstrate understanding of a mild to moderate versus a significant impairment. Mild to moderate impairment does not include people with recurrent psychiatric hospitalizations; persons with mild to moderate impairment are typically able to manage transportation and housing needs and manage activities of daily living. They are typically at low risk for danger to self, danger to others, and are not gravely disabled. Persons with a significant impairment include those who, as a result of their mental disorder, are unable to manage activities of daily living and unable to adequately address housing and transportation needs. Some with significant impairment may experience recurrent mental health crises including but not limited to recurrent experiences of danger to self or others or grave disability.

SED is defined as a mental disorder of a child, aged 18 or younger, having functional impairment or symptoms present for more than six months or are likely to continue for more than one year without treatment. The impairment in community functions may be manifested by a consistent lack of age appropriate behavioral controls, decision-making, judgment and value systems which can result in potential involvement or inclination towards being detained in a juvenile institution. As a result of the mental disorder, the child has substantial impairment in the areas of self-care, school functioning, family

relationships or ability to function in the community; they are also at risk of removal or have been removed from the home. The child may display psychotic features, or be at risk of suicide or violence due to said mental disorder.

Bidder shall demonstrate understanding of those diagnoses which are included as allowable diagnoses for specialty mental health services billing under the County Mental Health Plan and Department of Health Care Services (DHCS).

MH SMI/SED specialty mental health services require an individual care plan which may include:

- Individual therapy
- Family therapy
- Group therapy
- Case management
- Collateral sessions
- Medication services
- Rehabilitation services
- Intensive mental health and substance use treatment as clinically indicated
- Office and/or home based services

When appropriate, supplemental services to enhance treatment and increase resiliency, wellness and recovery may include referrals and/or linkage to other community providers. Length of treatment shall be determined by medical necessity. Treatment plans must be updated according to regulations.

Clinical Staff

The successful bidder(s) will provide licensed mental health clinicians and case managers for the purposes of mental health services including assessment and identification of mental health concerns or illness as well as related treatment services. Services are expected to provide quick-access, short-term early intervention treatment, linkage to prevention and early intervention activities in the community that are culturally and linguistically appropriate, mental health treatment services to SMI/SED as well as provide referrals to supplemental mental health services within the County or private mental health agencies as needed. Clinical staff should include professionals with experience and/or certification to maximize provision of billable services. Scope of services must be articulated clearly in the bidder's response including limitation in level of care to be provided and strategies for linkage to other services outside of the provider's articulated scope of services.

The entity and its licensed/unlicensed/waivered employees, and/or employees of collaborating agencies 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 payor sources for non-designated Federally Qualified Health Care Providers or other primary care providers, as applicable

General Requirements

- Utilize recognized evidence-based practices and outcome-informed treatment methods.
- Demonstrate an ability to work in cooperation with other agencies to provide linkages to individual and family supportive services.
- The ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). A CLAS plan stating how providers will address the 15 national CLAS standards shall be submitted to the County within 30 days of contract execution. URL: <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- Conduct Live-Scan criminal background checks for all counselors and staff having contact with children.

- Describe how the program will manage a wait list.
- Demonstrate understanding of billing regulations (including requirement that clients must have at least one diagnosis from the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders which is included as billing eligible by DHCS); .

Client Data Tracking

Selected bidders, when applicable, will work with the County to capture and enter all Client Service Information (CSI), admission data and billing information into the County data system. Sharing of client data and having access to client data leads to more effective care coordination for the client, tracking of client care, as well as capturing all clients' data as reflected in the county penetration rates reporting to the State.

Selected bidders shall provide all necessary data to allow the COUNTY to capture all CSI data for services provided and to meet all State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's electronic information system; 2) providing an electronic file compatible with COUNTY's electronic information system; or 3) integration between COUNTY's electronic information system and CONTRACTOR's information system(s). Direct data entry will be the responsibility of the bidder's staff.

COMPONENT #3 (SUBSTANCE USE DISORDER (SUD) Treatment)

SUD treatment services to individuals in a primary care setting who have been assessed to have a SUD are requested as part of the integration of primary care and behavioral health services. Clinics may provide SUD services to Fresno County residents when it is determined that services are medically necessary. Providers will offer outpatient SUD services at their primary care locations. Primary care providers are encouraged to partner with Mental Health and/or Substance Use Disorder providers to deliver coordinated care at the Primary Care facility site; delivery of these services shall include costs associated with the collaboration of services and administrative functions. These services are designed to assist substance abusing individuals:

- Identify and accept their substance abuse/dependence;
- Understand the dynamics of the addictive process and the consequences of the process on themselves, their family, and ability to function in society;
- Lead a productive, self-sufficient, alcohol and drug-free lifestyle.

Services must be performed within the applicable regulations and standards, including but not limited to CCR Title 22, AOD Certification Standards, CCR Title 9, and all Department of Health Care Services (DHCS), Mental Health Substance Use Disorder Services (MHSUDS), and Fresno County SUD Bulletins.

Applicants shall maintain a daily census of all participants served, and all statistical information required by Fresno County, including but not limited to date participant entered into treatment, date of discharge, monthly wait list (which must be submitted with the invoice), and have a computer system compatible with the County's Substance Abuse Information System (SAIS). Applicant will also submit all information and data required by the State, including but not limited to CalOMS Treatment submissions, DATAR, and cost reports for each fiscal year.

General Requirements

- The successful bidder, or its subcontractor, shall possess or apply to have Drug Medi-Cal certification within 60 days of contract execution.
- Utilize recognized evidence-based practices and curriculum, and outcome-informed treatment methods.
- Demonstrate an ability to work in cooperation with other agencies to provide linkages to individual and family supportive services.
- The ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS). A CLAS plan stating how

providers will address the 15 national CLAS standards shall be submitted to the County within 30 days of contract execution. URL: <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

- The successful bidder must have or provide proof of application for State of California AOD Program certification within thirty (30) days of contract execution and must abide by the AOD Certification Standards, March 2004.
URL: http://www.dhcs.ca.gov/provgovpart/Documents/AOD_Certification_Standards.pdf
- Staff shall meet all requirements for certification for individuals providing counseling services in alcohol and other drug (AOD) recovery and treatment programs per the California Code of Regulations (CCR), Title 9, Division 4, Chapter 8. See also SUD Bulletin #15-02, Counselor Certification and Program Requirements, located at <http://www.co.fresno.ca.us/DepartmentPage.aspx?id=63345>
- Describe how the program will manage a wait list.
- Provide interim SUD services until an individual is admitted into a treatment program. Interim services must be documented and documentation must be available upon request.
- Must have at least one diagnosis from the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related and Non-Substance-Related Disorders.
- Must meet the definition of medical necessity for services based on the ASAM Criteria
- Youth must meet the ASAM adolescent treatment criteria.

Clinical Staff

The successful bidder(s) will provide appropriate licensed and/or certified/registered staffing in accordance with the CCR Title 9, Division 4, Chapter 8 requirements for the provision of SUD services; including assessment and identification of SUD concerns ; provide quick-access, provide linkage to prevention and early intervention activities in the community that are culturally and linguistically appropriate, provide SUD services and referrals to more extensive SUD services within County or private mental health agencies as needed. Clinical staff should include professionals with substance abuse experience and/or certification to maximize provision of billable services.

Outcomes Measurements

Outcome measurements should demonstrate an effective increase in the penetration rates for traditionally un-served and underserved populations including communities marginalized because of rural living conditions and cultural, ethnic, racial, and linguistic characteristics. Prospective bidders shall describe their plan to measure these outcome goals.

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.

The selected bidder/s will utilize a computerized tracking system with which outcome measures and other relevant consumer data, such as demographics, will be maintained. Bidders are to submit as part of their SOQ goals, indicators, potential outcomes and analysis. Items identified below are suggestions and/or examples.

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.
2. **Wellness, Recovery, and Resiliency Supports** – collaborative approach to prevention and early intervention and 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; 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. Infrastructure supports includes safety, quality improvement and regulatory compliance functions, along with outcome assessment/program evaluation, training, and technology.

The selected bidder(s) will be expected to comply with all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the County.

The primary care clinics shall fully describe their existing procedure for continuous quality management and improvement with supporting documentation, as well as an evaluation component to determine program effectiveness.

Staff Development and Training Requirements

In order to effectively integrate primary care with behavioral health care, training for primary care and collaborating partners (as applicable) staff will be required. Prospective bidders shall submit with their bid response a list of trainings they will ensure staff receives. In addition, the bidder shall articulate a plan for providing or accessing trainings on topics such as, but not limited to the following:

- Mental Health First Aid (MHFA)
- Suicide Prevention
- Stigma Reduction
- Cultural and Linguistic Competency

COST PROPOSAL

Bid responses for each component shall identify resources and support costs and measurable outcomes accompanied, where applicable, by the amount of Medi-Cal revenue projected to be generated to support projected costs. Medi-Cal revenue generation will be a significant portion of the total program funding requested by prospective bidders. Prospective bidders shall describe, in detail, their Medi-Cal billing revenue process for billing Mental Health and/or SUD Treatment services both independently and simultaneously. If a bidder(s) proposes a collaborative bid with other agencies, all billing and revenue generation shall be detailed, in addition to all site certification details for all collaborative partners as applicable. In order to receive any payment under the proposed County Agreement, selected bidder(s) shall submit reports as stated in this RFP and the proposed agreement in such form as may be required by the County of Fresno, DBH.

The combined (all three sections) total for all providers selected shall be \$1,824,316 per fiscal year of the term of the agreement period. A budget of approximately \$1,824,316 a year has been earmarked for primary care integration. Additional funds may be available based on the compelling nature of the bidders' ability to reach the under and unserved population and the costs of providing said services. The County, at its discretion, can increase funding above the stated amounts as circumstances warrant and based upon funding availability.

Bidders are to submit one budget narrative (Exhibit F) for all fiscal years broken out by component, for example, Component 1; PEI - \$864,816, Component 2; SMI/SED - \$634,500, and Component 3; SUD – \$325,000. Budget narratives shall clearly explain the line items found within each budget. 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 fiscal year. All revenues generated shall partially offset costs associated with budget expenditures.

Administrative and Employee Benefit 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.

AWARD CRITERIA

All proposals will be evaluated using the same criteria and possible points. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

COST

As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Certified, accredited, or licensed as a Primary Care Clinic/Facility
- B. Qualified to provide PEI (Excluding mild-moderate services) – If bidding on Component 1
- C. Qualified to provide SMI/SED services and demonstrated ability to become a certified site – If bidding on Component 2
- D. Qualified to provide SUD services and demonstrated ability to become a DMC certified provider – If bidding on Component 3
- E. Qualified to provide services in an integrated model at each primary care service delivery site identified in bid response, which may include a collaborative bid response that identifies multiple agencies partnering on the bid to provide different sections/services as identified in this bid document. If a bid has multiple collaborating agencies all certifications and billing/revenue sources shall be identified.
- F. Provide the services for selected components within the respective budget of PEI - \$864,816, SMI/SED - \$634,500, SUD - \$325,000.
- G. How well proposed services align with the intent and funding of the RFP.
- H. How well the services identified provide leverage resources to meet the needs of unserved/underserved community.
- I. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- J. 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?
- K. The amount of demonstrated experience in providing the services desired in a California County.

MANAGEMENT PLAN

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

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **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.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

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”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. 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;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. 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: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**Firm:** _____

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.: (_____) _____ Project Date: _____
Service Provided: _____

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

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

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

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Project 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.

(Authorized Signature in Blue Ink)

Title

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. _____ All signatures must be in **blue ink**.
2. _____ Signed cover page of Request for Proposal (RFP).
3. _____ Check <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for any addenda.
4. _____ Signed cover page of each Addendum.
5. _____ **One (1) original plus Seven (7) copies** of the RFP have been provided.
6. _____ Provide a Conflict of Interest Statement.
7. _____ Signed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided, must be in a separate binder).
8. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
9. _____ Signed *Participation Form* as provided with this RFP.
10. _____ Signed *Reference List* as provided with this RFP.
11. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
12. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed package transmitting your bid include the following information:

County of Fresno RFP No. 952-5481
Closing Date: August 25, 2016
Closing Time: 2:00 P.M.
Commodity or Service: Primary Care Integration

Return Checklist with your RFP response

EXHIBITS:

- A. Notice Child Abuse Reporting Law**
- B. Culturally and Linguistically Appropriate Services**
- C. Fresno County Mental Health Plan**
- D. Disclosure- Criminal History and Civil Rights**
- E. Grievances and Incident Reporting**
- F. Budget Template**
- G. Self-Dealing Transaction Disclosure Form**
- H. Fresno County Compliance Program**
- I. Medi-Cal Organizational Provider Standards**
- J. Administrative Policy No. 5**

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and PROVIDER(S) related to provision of alcohol and drug abuse treatment services for Fresno County residents, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Children and Family Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

SIGNATURE

DATE

CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES

CONTRACTOR shall adhere to and develop written procedures in accordance with the below standards adapted from the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care:

Culturally Competent Care:

1. Organizations must ensure that consumers receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
2. Organizations must implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
3. Organizations must ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Language Access Services:

4. Organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to consumers with limited English proficiency at all points of contact, in a timely manner during all hours of operation.
5. Organizations must provide to consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.
6. Organizations must assure the competence of language assistance provided to limited English proficient consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on the request of the consumer).
7. Organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Organizational Supports:

8. Organizations must develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

9. Organizations must conduct initial and ongoing organizational self-assessments of CLAS related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, consumer satisfaction Assessments, and Outcomes-Based Evaluations.
10. Organizations must ensure that data on the individual consumer's race, ethnicity, and spoken and written language are collected in program records, integrated into the organizations management information systems, and periodically updated.
11. Organizations must maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
12. Organizations must develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and consumer involvement in designing and implementing CLAS-related activities.
13. Organizations must ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by consumers.
14. Organizations must regularly make available to the public information about their progress and successful innovations in implementing these standards and to provide public notice in their communities about the availability of this information.
15. Organizations must ensure communication regarding the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and general public.

CONTRACTOR shall develop written procedures in accordance with the above standards. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

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.

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, pages 2 and 3 of this Exhibit. 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/eplis.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature: _____

(Printed Name & Title)

Date: _____

(Name of Agency or Company)

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 Contract Staff Analyst for appropriate dissemination to ensure State Reporting Requirements are met.
- Breach of Security Incident reported to the Contract analyst will then be forwarded to Department Information Technology and Security Officer who review for HIPAA violations.

INCIDENT REPORT WORKSHEET

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

Name/DMH # _____

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

Who was affected? (If other than consumer) _____

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

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

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

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

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____

PROGRAM NAME PER CONTRACT:**AGENCY NAME:****FISCAL YEAR;**

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

OPERATING EXPENSES:

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

FINANCIAL SERVICES EXPENSES:

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

SPECIAL EXPENSES (Consultant/Etc.):

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

FIXED ASSETS:

1190	Computers & Software	
1191	Furniture & Fixtures	
1192	Other - (Identify)	
1193	Other - (Identify)	
FIXED ASSETS TOTAL		

NON MEDI-CAL CLIENT SUPPORT EXPENSES:

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

MEDI-CAL REVENUE:

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

OTHER REVENUE:

4000	Other - (Identify)	
4100	Other - (Identify)	
4200	Other - (Identify)	
4300	Other - (Identify)	
OTHER REVENUE TOTAL		

MHSA FUNDS:

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

ENTER PROGRAM NAME PER CONTRACT
ENTER AGENCY NAME
ENTER FISCAL YEAR
BUDGET NARRATIVE - EXPENSES

Page 4 of 4

PROGRAM EXPENSES

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

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

(\$xxx,xxx.xx)

Facilities/Equipment Expenses – Line Items 1010-1014

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

(\$xxx,xxx.xx)

Operating Expenses - Line Items 1060-1077

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

(\$xxx,xxx.xx)

Financial Services Expenses – Line Items 1080-1085

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

(\$xxx,xxx.xx)

Special Expenses – Line Items 1090-1092

Detail each line item in Special Expenses.

(\$xxx,xxx.xx)

Fixed Assets – Line Items 1190-1193

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

(\$xxx,xxx.xx)

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

Detail any anticipated expenditures for clients.

(\$xxx,xxx.xx)RFP

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Fresno County Mental Health Plan Compliance Program

POLICY AND PROCEDURE

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

POLICY:

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

PURPOSE:

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

DEFINITIONS:

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

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

PROCEDURE:

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

Fresno County Mental Health Plan Compliance Program

CODE OF CONDUCT – (Attachment A)

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

1. Read, acknowledge, and abide by this Code of Conduct.
2. Be responsible for reviewing and understanding Compliance Program policies and procedures including the possible consequences for failure to comply or failure to report such non-compliance.
3. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule, or guideline. Conduct yourself honestly, fairly, courteously, and with a high degree of integrity in your professional dealings related to their employment/contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County and the services it provides.
4. Practice good faith in transactions occurring during the course of business and never use or exploit professional relationships or confidential information for personal purposes.
5. Promptly report any activity or suspected violation of this Code of Conduct, the policies and procedures of the County, the Compliance Program, or any other applicable law, regulation, rule or guideline. All reports may be made anonymously. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County.
6. Comply with not only the letter of Compliance Program and mental health policies and procedures, but also with the spirit of those policies and procedures as well as other rules or guidelines adopted by the County. Consult with your supervisor or the Compliance Office regarding any Compliance Program standard or other applicable law, regulation, rule or guideline.
7. Comply with all laws governing the confidentiality and privacy of information. Protect and retain records and documents as required by County contract/standards, professional standards, governmental regulations, or organizational policies.
8. Comply with all applicable laws, regulations, rules, guidelines, and County policies and procedures when providing and billing mental health services. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided. Ensure that no false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind are prepared or submitted. Ensure that claims are prepared and submitted accurately and timely and are consistent with all applicable laws, regulations, rules and guidelines. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Immediately notify your supervisor, Department Head, Administrator, or the Compliance Office if you become or may become an Ineligible/Excluded Person and therefore excluded from participation in the Federal health care programs.

Fresno County Mental Health Plan Compliance Program

ACKNOWLEDGEMENT AND AGREEMENT – (Attachment B)

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

I understand and accept my responsibilities under this Acknowledgment and Agreement and understand that any violation of the Code of Conduct, Code of Ethics (County employees only), or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of these policies can result in disciplinary action, up to and including termination of my employment or contractual agreement with the County.

County Employees Only – Complete this Section

Full Name (printed): _____

Job Title: _____

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

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

Cost Center# _____ Program Name: _____

Supervisor Name: _____

Employee Signature: _____ Date: ____/____/____

Phone: _____

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

Agency Name (If applicable): _____

Full Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed: ☐ Psychiatrist ☐ Psychologist ☐ LCSW ☐ LMFT

Unlicensed: ☐ Psychologist ☐ ASW ☐ IMF

Other _____

Job Title (If different from Discipline): _____

Signature: _____ Date: ____/____/____

Phone: _____

Medi-Cal Organizational Provider Standards

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

- E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
 - F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
 - G. Policies and procedures are in place for dispensing, administering and storing medications.
11. For organizational providers that provide day treatment intensive or day rehabilitation, the provider must have a written description of the day treatment intensive and/or day treatment rehabilitation program that complies with State Department of Mental Health's day treatment requirements. The COUNTY shall review the provider's written program description for compliance with the State Department of Mental Health's day treatment requirements.
12. The COUNTY may accept the host county's site certification and reserves the right to conduct an on-site certification review at least every three years. The COUNTY may also conduct additional certification reviews when:
- The provider makes major staffing changes.
 - The provider makes organizational and/or corporate structure changes (example: conversion from a non-profit status).
 - The provider adds day treatment or medication support services when medications shall be administered or dispensed from the provider site.
 - There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
 - There is change of ownership or location.
 - There are complaints against the provider.
 - There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.