

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 962-5377

MENTAL HEALTH SERVICES ACT (MHSA) PREVENTION AND EARLY INTERVENTION (PEI) PROJECT - BLUE SKY WELLNESS CENTER

Issue Date: September 18, 2015

Closing Date: OCTOBER 23, 2015

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

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

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

Please submit all Proposals to:

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

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: NC:ssj:hrs

ORG/Requisition: 56304710/ 5631601503

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

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

GENERAL CONDITIONS

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

1. BID PREPARATION:

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

2. SUBMITTING BIDS:

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

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

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

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

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

3. FAILURE TO BID:

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

4. TAXES, CHARGES AND EXTRAS:

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

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

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

6. AWARDS:

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

7. TIE BIDS:

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

8. PATENT INDEMNITY:

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

9. SAMPLES:

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

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

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

11. DISCOUNTS:

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

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

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

13. SPECIAL REQUIREMENT:

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

14. RECYCLED PRODUCTS/MATERIALS:

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

15. YEAR COMPLIANCE WARRANTY:

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

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

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16. PARTICIPATION:

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

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

17. CONFIDENTIALITY:

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

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

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

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

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

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons

authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

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

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

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

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

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

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

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

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

23. PURCHASING LOCATION & HOURS:

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

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

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

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption

from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

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

The following language will be included in each applicable contract:

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

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

Fresno County is the sole client, such as:

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

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

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

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

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

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

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

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The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

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

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

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

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

Medical Professional Contracts

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

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

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

Contracts for Legal Services

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

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

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

Prohibited Bids Concerning End Product of Consulting Contracts

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

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

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

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

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

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

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

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OVERVIEW

The County of Fresno, on behalf of the Department of Behavioral Health (DBH) is seeking proposals for two separate components of services from qualified vendor(s), and/or community-based organization (CBO) to manage, operate and provide a range of prevention and early intervention, wellness and recovery focused activities. These two components will engage individuals who may be, but are not limited to, trauma exposed individuals; individuals experiencing the first onset of serious psychiatric illness; youth and young adults from and/or in stressed families; as well as those that may be considered un-served or underserved cultural populations.

Component #1	Children and Adolescents (10-17 years of age) (Currently the "Youth Empowerment Centers" – Mini-Centers – "YEC")	\$350,000.00
Component #2	Transition Age Youth, Adults and Older Adults (18-59+) (Currently the "Blue Sky" Center)	\$1,250,000.00
		0
Total Compensation		\$1,600,000.00
		0

Blue Sky Wellness Center (Blue Sky Center) opened its doors in May 2008 in a "Mini-Center" location, while construction took place on the expanded site. The expanded site that the community has become familiar with officially opened its doors in December 2008. Since that time, the Blue Sky Center has thrived and now holds a unique position within the community with its openness and commitment to mental health awareness and recovery, as a welcoming environment for clients and family members, and its connectedness to key personnel in the mental health community. Clients and/or family members who attend the "Blue Sky Center" may or may not be involved in the County of Fresno, Department of Behavioral Health, CBO and/or other contracted providers who provide mental health and/or specialty mental health services.

Proposals must demonstrate the vendor's and/or CBO's ability to manage, operate, and provide prevention and early intervention services through a wellness and recovery center format as identified in the approved Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Three-Year Plan currently entitled "Blue Sky Wellness Center."

Bidder(s) must submit a proposal or two proposals that maintains currently provided prevention and early intervention, wellness and recovery service levels through education, wellness and social activities, and peer support, among other appropriate activities that will provide to at least 1,300 TAY/adults/older adults, ages 18 and older, and their families who reside in metropolitan and rural areas Fresno County as well as plan to increase on-site capacity for peer support services. Bid proposals should also include a plan to specifically engage youth ages 16-18 at an off-site facility for the purposes of educating this age group, and to provide them with appropriate peer support. Proposals shall demonstrate the ability to collaborate and develop working relationships with other community-based organizations to provide linkages for individuals and family engaged in supportive services.

The Adult services proposal has a vocational services business model for the TAY, adults and older adult populations. The agency will need to describe how the vocational services business model will be used in a prevention and early intervention, wellness and recovery system of care.

The vocational services business model operation can be used in conjunction with the employment development program services that is directed toward developing, improving and maintaining employment. The employment development program shall provide skills assessment and job development, job coaching, resume writing, strengthening interviewing skills

and job placement. Workshops shall also be available for clients who need to brush up on basic computer skills and applications.

Agencies may elect to submit a proposal or bid on one or both of the services sought in this Request for Proposal (RFP). Proposals will need to identify the section or sections the bidder(s) is responding to. All bidders must demonstrate in their response that they are able to meet all requirements of the section they are bidding on. Proposals will be evaluated and selected based on their proposed services, how the proposal addresses the required service(s), knowledge and relevant experience, exhibit sensitivity to the target populations within the response to this RFP, and demonstrate knowledge of evidence-based strategies and data-driven programs within the mental health field.

The selected vendor must be thoroughly familiar with the provisions of the Mental Health Services Act (MHSA), including but not limited to State MHSA Prevention and Early Intervention regulations, policies interpretation, and definition by the State Department of Health Care Services (DHCS). The selected vendor must also be thoroughly familiar and have knowledge and understanding of Fresno County's diverse unserved and underserved cultural, ethnic, and linguistic communities.

The tentative start date is January 1, 2016 and the contract period will be for three years, with two, one year renewal periods. The total maximum funding available is \$1,600,000 with the following annual breakdown: \$1,250,000 for TAY, Adults and Older Adults populations, and \$350,000 for Children & Youth populations. Funding for coordination of wellness and recovery services is provided by the Mental Health Services Act (MHSA). In November 2004, California voters passed Proposition 63, the Mental Health Services Act, which became law on January 1, 2005. The Act imposed a one percent tax on personal income exceeding \$1 million. These funds were designed to transform, expand and enhance the existing mental health system. The goal of MHSA is to create a culturally competent behavioral health system that promotes wellness and recovery for adults and older adults with severe mental illness, and resiliency for children with serious emotional disorders and their families.

KEY DATES

RFP Issue Date:	September 18, 2015
Vendor Conference: <i>Vendors are to contact Nick Chin at (559) 600-7113 if planning to attend vendor conference.</i>	September 28, 2015 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	October 5, 2015 at 11:00 A.M. E-Mail: nchin@co.fresno.ca.us
RFP Closing Date:	October 23, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Site Inspection	Immediately Following Vender Conference Blue Sky Wellness Center 1617 E. Saginaw Way, #108 Fresno, CA 93704

TRADE SECRET ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

TRADE SECRET ACKNOWLEDGEMENT

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

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

Enter company name on appropriate line:

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

ACKNOWLEDGED BY:

	()	
Signature (In Blue Ink)		Telephone
Print Name and Title		Date
Address		
City	State	Zip

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

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION

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

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

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

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

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

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

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

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

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

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make

the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation

arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

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

C. Professional Liability

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

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Attn: Anita Powell, 3133 N. Millbrook Avenue, Room 254, Fresno, CA 93703, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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

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

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

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

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

CONFIDENTIALITY

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

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

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

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

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

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

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

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

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

VENDOR CONFERENCE: On September 28, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton Avenue (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

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

SITE INSPECTION: Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination. The date(s) inspection will be held is:

DATE: September 28, 2015
TIME: Immediately after the Vendor Conference
LOCATION: Blue Sky Wellness Center
1617 E. Saginaw Way, #108
Fresno, CA 93704

After a brief meeting at the Purchasing office, we will be departing to the Blue Sky Wellness Center. It is essential that you contact the Nick Chin so that the County is aware how many will be attending so that all will be accommodated.

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

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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

- a. Such questions are submitted in writing to the County Purchasing not later than October 5, 2015 at 11:00 a.m. Questions must be directed to the attention of Nick Chin, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to nchin@co.fresno.ca.us.

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

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

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

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

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

This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects.

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

BONDS:

Bonding Company Requirements: Each bond specified in this RFP (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFP shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

NOTICE TO PROCEED: Following execution of the agreement by both parties (County and Contractor), the County will issue a written Notice to Proceed for the project specified herein. The completion period as defined below, shall commence upon the date that the Notice to Proceed is delivered to the Contractor.

BACKGROUND

Blue Sky Wellness Center (Blue Sky Center) opened its doors in May 2008 in a “Mini-Center” while construction took place on the expanded site. The expanded site that the community has become familiar with officially opened its doors in December 2008. Since that time, Blue Sky has thrived and now holds a unique position within the community with its openness and commitment to mental health awareness and recovery, as a welcoming environment for clients and family members, and its connectedness to key personnel in the mental health community.

Blue Sky Center has been managed and operated by Kings View Corporation, made possible by the County of Fresno Mental Health Services Act Community with Prevention & Early Intervention (PEI) funds within the MHSA Three-Year Plan.

In the event the Agreement is transferred from the existing provider to a newly selected vendor(s), the County recognizes the importance of establishing a plan to transition all prevention and early intervention activities with minimal, negative impact to the population currently receiving wellness and recovery peer support and other activities. A smooth transition will require cooperation between County staff, the current service provider and the selected vendor(s). A clear, concise and time-oriented transition plan will be required for all bid responses.

Also, if deemed appropriate through the RFP evaluation process, it is the intent of the County to provide a four to six-week transition period in which the current provider and newly selected vendor(s) will collaborate to ensure a smooth transition. During this time, all new referrals will be directed to the new provider. During this overlap period, both the current and new vendor(s) will be compensated as contracted (existing or new).

As initially designed, the following components are to be provided through an awarded contract:

1. Group and individual peer supportive services in addition to teaching Wellness Recovery Action Plan services and Crisis Plan Services;
2. Transportation;
3. Teach life skills courses, e.g., money management, independent living skills, cooking, cleaning, etc.;
4. Provide social, recreational opportunities and leisure education;
5. Job readiness services and on-site volunteer opportunities
6. Social and Human Services benefits counseling;
7. Literacy and other educational services; and
8. Other wellness and recovery-focused support activities as identified by clients/family members.

This request will highlight the features and requirements for the “Blue Sky Wellness Center” outlined in the Scope of Work, including, but not limited to, the ability of the team to provide services to clients and family members at times and locations that are convenient. The selected vendor will also be responsible to meeting monthly with the Department of Behavioral Health designated staff on a regular basis for contract monitoring and assessing program performance.

The bidder’s response shall include, but not be limited to: 1) experience with managing and operating a drop-in wellness and recovery center, 2) experience in providing quality client wellness and recovery activities/services, 3) experience in securing bilingual staff, 4) experience

with providing professional team management and client/family centered services, 5) experience with providing activities based on wellness and recovery models, and 6) a clear, concise, time-oriented transition plan. It is anticipated that at least 1300 TAY, adult and older adult clients/families will be served, with an additional 1,000 clients and family members.

Cultural values and traditions offer special strengths in engaging clients and this should help guide health care messages and wellness and recovery plans. Support services are more effective when they are provided within the most relevant and meaningful cultural, gender-sensitive, and age-appropriate context for people accessing these services. The successful bidder will demonstrate the ability and experience of placing importance on traditional values, beliefs and family histories when providing these services. The successful bidder shall recruit client/family members as detailed within the Scope of Work described in this RFP in an effort to increase the availability and access to clients and their families. In order to facilitate the successful bidder recruitment of client/family members, the successful bidder will have the ability to address minimum qualification requirements during the recruitment process by identifying individuals that have completed the certificate program.

It is the County's intent to contract with the successful bidder beginning in Fiscal Year 2015-16 for three years with the option to renew for two (2) additional twelve (12) month periods. Program activities are expected to transition immediately and no delay is expected in operations for the contract awardee. All program costs must be clearly outlined with budget justifications.

"Blue Sky Wellness Center" is currently located in Central Fresno, near bus lines and is easily accessible to clients. It is the intent for the program to remain in this location and if a new vendor(s) is/are selected, the possibility of transferring the current lease will be discussed at that time. Information and services at the "Blue Sky Center" are required to be available in English, Spanish, Hmong, Cambodian, and Laotian.

The Youth Empowerment Centers are Mini-Centers that are co-locations with community partners/other agencies and organizations to reach the un-served and underserved children, youth, and adolescent populations in Fresno County. There are approximately 2,400 youths served within a year, ages ten (10) through eighteen (18). The services provided to this population offer wellness and recovery activities that include, but are not be limited to education, socialization, life-skills training, and other peer support activities.

SCOPE OF WORK

General Requirements for All Programs

The County of Fresno, on behalf of the Department of Behavioral Health (DBH), is seeking proposals for two separate components of services from qualified vendor(s), and/or community-based organization(s) (CBO) to manage, operate, and provide a range of prevention and early intervention wellness and recovery focused activities. These two components will engage individuals who may be, but are not limited to, trauma exposed individuals; individuals experiencing the first onset of serious psychiatric illness; youth and young adults from and/or in stressed families; as well as those that may be considered unserved or underserved cultural populations.

COMPONENT #1	Children and Adolescents (10-17 years of age) (Currently the "Youth Empowerment Centers" – Mini-Centers – "YEC")
COMPONENT #2	Transition Age Youth, Adults and Older Adults (18-59+) (Currently the "Blue Sky" Center)

The wellness and recovery model leverages experiences and expert knowledge of clients and family members and interested members of the community for the purpose of developing a wellness recovery center team. The wellness recovery center team will address wellness and recovery needs of unserved and underserved cultural, ethnic, linguistic and racial communities which may include, but not be limited to, those identified in the California Reducing Disparities Project as well as other underserved populations within Fresno County

Blue Sky Center staff will work collaboratively with other projects and programs that address mental health prevention and early intervention needs in other natural community settings. Blue Sky will specifically serve many of the unserved and underserved individuals within the main metropolitan area of Fresno County. Blue Sky activities shall also include outreach to rural areas in order to increase access for underserved populations.

The selected vendor must be thoroughly familiar with the provisions of the Mental Health Services Act (MHSA), including but not limited to State MHSA Prevention and Early Intervention regulations, policies interpretation, and definition by the State Department of Health Care Services (DHCS). The selected vendor must also be thoroughly familiar and have knowledge and understanding of Fresno County's diverse unserved and underserved cultural, ethnic, and linguistic communities.

COMPONENT #1	Children and Adolescents (10-17 years of age) (Currently the "Youth Empowerment Centers" – Mini-Centers – "YEC")	\$350,000.00
COMPONENT #2	Transition Age Youth, Adults and Older Adults (18-59+) (Currently the "Blue Sky" Center)	\$1,250,000.00
		0
TOTAL COMPENSATION		<hr/> \$1,600,000.00
		0

1. Children and Adolescents – provide wellness and recovery services through a peer support model to school-age children and adolescents.

Target Population: Children and youth (ages 10-13), and Adolescents (ages 14-17) attending school in Fresno County including the unserved and underserved cultural, ethnic, and

linguistic communities. Children and adolescents will participate in peer support driven wellness and recovery activities through education, socialization, life-skills building, and recreational activities.

2. Transitional Age Youth, Adults and Older Adults – provide wellness and recovery services through a peer support model for eighteen (18) years and older residents of Fresno County.

Target Population: Fresno County residents eighteen (18) years and older, including the unserved and underserved cultural, ethnic, and linguistic communities. Clients will participate in peer support driven wellness and recovery activities through education, socialization, life skills building (including independent living), recreational activities, employment supports, and vocational services.

There is no mental health treatment currently offered, nor anticipated at Blue Sky Center. It is a drop-in format, peer support-driven, wellness and recovery-focused resource center in our community for clients and/or family members who may or may not receive mental health services through Fresno County's DBH, CBOs, and/or other contracted providers. The wellness and recovery focused activities are to include social and volunteer employment activities and/or opportunities, education, and peer support services to address illness, stigma, life skills needs, co-occurring needs, and linkages to other support services. Client-staff work schedules shall be responsive to client needs and shall permit staff to be available at times/locations that are convenient for clients' and/or family members' concerns. Peer driven, integrated and culturally appropriate services are to include, but not limited to:

- Peer Support Services – services provided in the program are to be peer driven and provided
- Support Groups – peer facilitated support groups incorporating age-appropriate topics of interest including and not limited to coping, resiliency, co-occurring support, and life skills and educational support such as literacy skills
- Recreational and socialization activities – develop a calendar of activities, organize and implement recreational and social activities
- Life Skills – basic finance (paying bills, maintaining bank accounts), housekeeping and laundry, meal planning, shopping and preparation, self-care (physical, mental, dental and hygiene), etc.
- Education Support – literacy, basic math skills, diploma/certificate readiness, etc.
- Employment and Vocational Services – including volunteer work
- Family Support Services – on and or off site, responsive to family needs
- Provide snacks and/or meals (depending on hours of operation)
- Transportation (bus tokens, cab fare) including instructions on use of public transportation
- Outreach and education to clients for linkage to community resources
- Other needed support services as identified through participants and family members

Component #1 – Children & Adolescents**I. Youth Empowerment Centers ‘Mini-Centers’**

Currently there are several Mini-Centers that are co-located with other agencies and organizations targeted to reach the unserved and underserved children, youth, and adolescent populations in Fresno County. There are approximately 2,400 youths served within a year, ages ten (10) through eighteen (18). The services provided to this population offer wellness and recovery activities that include, but are not be limited to education, socialization, life-skills training, and other peer support activities. The expectation is to meet at least three (3) days a week, with a minimum of two (2) hours per meeting of direct services to provide support groups to this target population. Activities at each Mini-Center will consist of the following but not limited to:

- Facilitated peer directed groups, with mental health themes like depression, self-esteem, anger management, healthy life styles etc.
- Curriculum classes to both youth and families such as parenting classes, anger management, self-esteem etc.
- One-to-one support to youth
- If necessary, referrals to mental health resources for critical, Serious Emotional Disturbance (SED) or Serious Mental Illness (SMI) children and youth
- Develop and foster mentor relationships between older teens and younger individuals
- Develop sports, arts/crafts, music, and other appropriate activities at all sites to draw youth in, particularly high school teen-agers
- Ensure that culturally specific approaches and activities are incorporated into the Youth Empowerment Center - ‘Mini-Centers’
- Collaboration with other community groups to provide specialized activities at the mini-centers aimed at increasing participation and penetration
- Explore need for youth literacy classes at each center, implement as appropriate

Services at these sites may also include topics such as: bullying, interpersonal skills, anger management, self-esteem, relationships, Wellness Recovery Action Plan (WRAP), accountability, positive behavior, dealing with pressure, peer pressure, leadership, eating disorders, empowerment, suicide prevention, outreach and engagement, stigma reduction, etc.; encouraged by positive self-reporting, client satisfaction report, engagement and participation, and other relevant youth topics.

- 1. Please describe a plan that identifies potential co-locations for ‘Mini-Centers’ throughout the County of Fresno for the children and adolescents populations.**
- 2. Please outline a schedule that reflects meeting times, activities, discussion topics, trainings, stigma reduction, etc. that are appropriate for the youth population.**
- 3. Please include staffing to youth ratios (inclusive of ages being served) that will support the number of attendees anticipated, TAY and children, to attend the weekly meetings.**
- 4. Please describe how the proposed program will advance the goals of wellness, recovery and resilience for the children and TAY populations, sharing specific strategies that may be effective for this population.**

Youth Empowerment Centers – ‘Mini-Centers’

- A minimum of 2,400 (duplicated) clients will participate
- A minimum of 300 completed satisfaction surveys per quarter
- A minimum of 20 mental health presentations, servicing 150 youth
- Client involvement participation will improve by fifty percent (50%) based on the pre/post involvement survey

Peer Driven Support Groups:

- 350 youth and families will be served
 - 400 peer support groups will be provided (at minimum 20 participants per group)
 - 350 one to one contact support will be made
 - 350 satisfaction surveys will be distributed
 - 50% improvement in client involvement/participation in the support group/mini-center activities
1. **Please outline a schedule that reflects the times, activities, discussion topics, trainings, stigma reduction, workshops etc. that describes how and when the above topics will be offered to interested participants.**
 2. **Please explain how your organization will provide services that promote wellness, recovery and resilience, and how these concepts will be evident in performance measures.**
 3. **How will your agency ensure that culturally specific approaches and activities are incorporated into the youth empowerment centers?**
 4. **Please outline a plan on how your agency will collaborate with other community groups to provide specialized activities at the centers aimed at increasing participation and penetration.**

Transition Age Youth (16-18) Service Provision

Youth Empowerment Centers – ‘Mini-Center’ shall include a wellness and recovery program plan to specifically address TAY ages 16-18. A minimum of 200 individuals that are TAY (ages 16-18) will participate in prevention/wellness and recovery activities.

Component #2 – Blue Sky (peer run recovery center for TAY, Adults and Older Adults)

Blue Sky is a wellness, recovery, and resiliency center that provides peer driven education, stigma reduction, social activities and opportunities, volunteer opportunities, and support activities to address mental illness and/or behavioral health challenges to achieve recovery and wellness.

The wellness and recovery-focused activities shall be provided by through a wellness, recovery and resiliency model that leverages experiences and expert knowledge of clients and family members as well as interested members of the community for the purpose of developing a wellness recovery center team. The wellness recovery center team will address wellness and recovery needs of unserved and underserved cultural, ethnic, linguistic and racial communities which may include, but not be limited to, those identified in the California Reducing Disparities

Project as well as other underserved populations within Fresno County and will be trained in basic behavioral health and physical health education.

I. Volunteer Peer/Family Support

Recognizing that mental and behavioral health challenges affect every aspect of a person's life, the Department is dedicated to providing levels of comprehensive continuity of care, and wellness and recovery for our clients. Therefore, the wellness and recovery program staff shall consist of clients and family members who will provide peer supportive services, including but not limited to:

- Group and individual supportive services in addition to teaching Wellness Recovery Action Plan and Crisis Plan Services
- Transportation
- Training in life skills including independent living skills, money management, meal planning, shopping and preparation, housekeeping, health, hygiene, etc.
- Provision of social, recreational and leisure education and opportunities
- Educational services including literacy and diploma completion
- Job readiness services
- Social benefits counseling
- Other services as identified by participants and family members

Specifically, identified Peer/Family Support staff shall include persons who are bilingual and bicultural in order to provide culturally and linguistically appropriate strength-based mental health supportive services that are client and family driven. All bilingual staff will be required to meet the language proficiency requirements set by County policy. Should a potential client require language assistance outside the proficiency of the staff, a certified interpreter will be required.

- 1. Please outline a schedule that reflects the times, activities, discussion topics, trainings, stigma reduction, workshops etc. and that describes how and when the above topics will be offered to interested participants. Identify the programming and role of family support services in the center.**
- 2. Please explain how your organization will provide services that promote wellness, recovery and resilience, and how these concepts will be evident in performance measures.**
- 3. How will your agency ensure that culturally specific approaches and activities are incorporated into the center's programs and interactions with the adult population?**
- 4. How will your agency make the best use of the expertise offered by peer support and/or family advocate community partners?**

II. Life Skills and Independent Living

Program staff will provide age-appropriate curriculum for life skills and independent living, including:

- Problem solving and skill development
- Education about mental illness and client's own role in wellness

- Physical health and personal hygiene
 - Housekeeping, shopping, meal preparation
 - Personal budget and money management
 - Using public transportation
 - Housing
1. **Please outline a schedule that reflects the times, activities, discussion topics, trainings, stigma reduction, workshops etc. that describes how and when the above topics will be offered to interested participants.**

III. Educational Services

Educational services for families and caregivers (client support) should be appropriately tailored to meet the mental health educational needs of the family/support persons of the client. Specifically, mental health education activities shall increase the knowledge of family members and support persons specifically with respect to:

- Learning about mental illness in general and information specific to their loved ones disorder;
- Developing strategies to assist in managing wellness and recovery;
- Reducing stressors and building protective factors within the family;
- Providing social support, a sense of connectedness to others with lived experiences, and encouragement/hope;
- Developing strategies to focus on the future;
- Finding innovative ways for families and supporters to help clients in their recovery

Client mental health education classes will focus on encouraging wellness and independence in the community. Training and curriculum for individual support shall include:

- Problem solving
- Education about the client's illness and encouraging active participation and decision-making in the therapeutic process
- Life-skills development, including:
 - Personal hygiene
 - Household chores (housekeeping/cooking/laundry/shopping)
 - Money management skills
 - Using community transportation
 - Housing – locating, financing and maintaining safe, clean and affordable housing

1. **Please outline a schedule that reflects the times, activities, discussion topics, trainings, workshops etc. that describes how and when the above topics will be offered to interested participants.**
2. **Describe what strategies will be to be used to educate clients and the community on how to reduce stigma associated with mental illness, prevention, early intervention, substance abuse and/or suicide prevention.**

IV. Vocational Services Business Model

The vocational services business model can be used to help individuals with mental illnesses and/or other behavioral health issues, to build the skills and confidence needed to live a successful, independent life. The business model can be used to prepare individuals for a specific trade, or it can be used to develop relationships with community partners to provide on-the-job training skills. Such skills would be expected to span all aspects of a trade allowing individuals in Fresno County to gain employment, earn income, and work in an environment alongside others. Clients and family members of clients could be used to staff the business model along with staffing from the awarded vendor agency.

- 1. Please describe a vocational business model that can be used to provide on-the-job training and/or skills needed to seek employment in the Community.**
- 2. Please outline a plan that describes how your agency will collaborate with other community partners that can provide specialized training and/or on-the-job skills in preparation of employment.**

V. Employment Services

Employment represents a key to recovery and wellness, independence, and less reliance upon traditional and often costly strategies that can stifle individual growth which results in further dependence. Employment opportunities for individuals with mental health challenges are an important component of the recovery process and help to support well-being as part of community life/living.

Pre-employment and job exploration supportive services shall be provided to clients who are not quite ready for vocational training. Staff shall provide resource education regarding employment services within the community with referrals as appropriate. Additionally, Blue Sky administrators shall leverage as well as collaborate with the existing employment services in the community including, but not limited to the Fresno County Supportive Employment and Education Services (SEES) program.

Employment services will provide pre-employment skills, job readiness and job exploration support services to clients. Staff will provide resource education regarding employment services within the community for referrals as appropriate. Additionally, vocational services will help clients with job search and development skills, and also support clients once they are employed. Services may include:

- Assessment of needs
- Service planning, coordination and monitoring
- Linkages to community services
- Advocacy and support
- Obtaining and maintaining financial benefits
- Assistance in finding and maintaining affordable housing
- Support services for the basic necessities of daily life
- Education, support and consultation to families
- Social, interpersonal relationship and leisure-time skill training
- Activities of daily living in community-based settings

- 1. Please outline a schedule that reflects the times, activities, discussion topics, trainings, workshops etc. that describes how and when the above topics will be offered to interested participants.**
- 2. Please outline a plan that describes how your agency will collaborate with other community partners that can provide employment readiness training and/or skills in preparation of employment.**

VI. Family Support / Integration Plan

Programming that is specific to family members and other support persons of individuals living with mental illness is an integral component to the wellness and recovery for client populations being served through MHSA. Family support services shall be appropriately tailored to the age group of the client populations being served. Staffing at Blue Sky shall include individuals with lived experience in mental illness as well as family members in order to build a partnership among clients, families, supporters and practitioners. Through appropriate relationship building, education, collaboration, and problem solving, an atmosphere of hope and cooperation will be created.

- 1. Please outline a schedule that reflects the times, activities, discussion topics, trainings, workshops etc. that describes how and when the above topics will be offered to interested participants.**

Sites – Location of Services

Bidders shall outline a plan for scheduled services to both the metropolitan and rural areas of Fresno County. The award decision will be consider innovative use of staff and resources for the widest coverage of services.

Program Staffing

The staffing plan for both components should be clear and concise and allow for full implementation of all items described in the proposal(s). Program components of Blue Sky or Youth Empowerment Mini Centers require the consultation or staffing of a Licensed Mental Health Clinician to provide oversight to the program. The plan or provision of consultation or staffing needs to be clear in the response. Any changes in staffing volume must be requested in writing and approved by DBH Director or designee before implementation.

Position titles do not fully define lived experienced as peer or family; a "peer position" is reflective of lived experience. It is expected that services shall be provided by peer support specialists and volunteers. All volunteers will participate in a volunteer training program prior to volunteer service commencing. Staffing patterns should allow for staff specialization in services to the different age groups and families to be served.

- 1. Please describe a plan that identifies staff patterns which are age appropriate and fully devoted to client and/or family support services and is capable of meeting client and/or families' identified needs.**

Peer Advisory Council(s)

Blue Sky Center requires a Peer Advisory Council to steer the process planning and implementation of prevention and early intervention activities from the client and family member perspective. The Peer Advisory Council requires representation from the TAY

Advisory Council and will ensure active participation from adults, older adults, and family member populations. TAY will have an active role in guiding and having ownership of their TAY prevention and early intervention activities at Blue Sky. It will be required that a TAY client-driven advisory council will be developed and operated separately from the Peer Advisory Council noted above within thirty (30) days of contract execution.

The TAY Peer Advisory Council will meet weekly/monthly. Sign in sheet and meeting minutes shall be available to COUNTY upon request. This will give the TAY clients a voice in the decision-making process and operations at Blue Sky, such as the types of activities, groups, and rules of Blue Sky.

Youth Empowerment Mini-Centers response should provide an outline for the design and implementation of a Youth Council.

Volunteers and Client-Paid Staff

The Blue Sky staff and programming will consist of clients and family members, including client/family member volunteers. Services provided by volunteers and staff will provide programming across all aspects and services of the program.

A Volunteer Peer Support staff training proposal should be included. Components of the Volunteer Program may include, but not be limited to a six-week program that meets weekly for specified number of hours, sample curriculum and other program highlights.

Proposed program staffing should be reflective of bilingual and bicultural in order to provide culturally and linguistically appropriate strength-based mental health supportive services that are client and family driven. All bilingual staff will be required to meet the language proficiency requirements set by County policy. Should a potential client require language assistance outside the proficiency of the staff, a certified interpreter will be required.

Staffing Reports shall be submitted by the 10th of each month to the designated DBH staff member and must include each program staffing, their FTE and their salary. Vendor shall provide work schedules, cultural competency trainings, and demographic ethnic information, and other information as required or as requested by DBH.

Expected Outcomes

Performance Measurements/Outcomes Reports shall be completed and submitted to the designated DBH staff member as requested. The performance measurement/ outcome process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, and other methods of obtaining needed information. Monthly outcomes to be tracked for annual report include but are not limited to:

- Effectiveness of program
 - Efficiency
 - Access and timeliness
 - Clients/persons served Satisfaction
1. **Please provide examples of measures of efficiency, cost based comparisons (e.g. cost per person served), and other quantifiable outcome and process measures.**
 2. **Please provide examples of measures related to how persons served moved into and through the services offered (e.g. timeliness measures).**

- 3. Please outline the anticipated results or benefits that persons served would receive from the services your agency plans to deliver.**

Program Goals

All submitted proposals should communicate the bidder's full understanding of the performance measurements/outcomes.

Measurements and outcomes should define means to capture and report data, anticipated volume of data collected and reflect qualitative and quantitation data. Submitted proposals should outline as much detail as possible to communicate intended measurements.

Measurements and outcomes can include, but not be limited to communicating data on individuals, families and system/program.

Bidder shall outline process and structure to collect, organize, and report on relevant data that can be used to measure and evaluate client and staff participation, staff performance, and general trends that can be used to appropriately measure services and related program features. Vendor shall utilize a satisfaction survey, approved by DBH that will comply with mandated State performance outcomes and quality improvement reports/outcomes. A minimum of seventy-five percent (75%) of clients shall report their satisfaction with program services through MHSIP Client Oriented Report Card overall score, semi-annually. If the satisfaction with program services falls below seventy-five percent (75%), corrective actions will be required in consultation with DBH.

Vendor will provide a monthly report to DBH indicating the types of activities and services attended by each group, including the number of one-to-one peer counseling. Monthly progress reports to the DBH Director or designee should show services provided to at least fifty percent (50%) of TAY, and at least fifty percent (50%) of adults and older adults.

- 1. Describe system indicators, measures, and outcomes that will be used to track and document the effectiveness of services.**
- 2. Clearly identify the performance goals of children, youth, TAY and adult programs for the youth empowerment mini-centers, support groups and the drop-in center.**

Cultural Competence

Cultural Competence is defined as the provision of services which acknowledges and respects cultural differences and community norms for racial, ethnic and gender groups.

- 1. Please describe the policies and procedures that will be developed and implemented to ensure cultural competency standards and requirements are adhered to.**
- 2. Identify cultural competence training provided by your organization or through other agencies.**
- 3. Identify how your organization will address cultural differences, language and other barriers that might exist while serving clients and/or family members.**

Grievance and Incident Report

The selected vendor shall log all grievances and the disposition of all grievances received from a client or a client's family in accordance with Fresno County Mental Health Plan

policies and procedures (see **Exhibit B**). Vendor shall provide a summary of the grievance log entries to the Department of Behavioral Health Director or designee as requested, in a County approved format. Vendor shall post signs, provided by the County, informing clients of their right to file a grievance and appeal.

The selected vendor will notify County of all incidents or unusual occurrences reportable to state licensing bodies that affect County clients within twenty-four (24) hours. The vendor shall use the vendor specific form for such reporting.

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

Within fifteen (15) days after the vendor submits a corrective action plan to a California State licensing and/or accrediting body concerning any sentinel event, as the term is defined by the licensing or accrediting agency, and within fifteen (15) days after the vendor receives a corrective action order from a California State licensing and/or accrediting body to address a sentinel event, the vendor shall provide a summary of such plans and orders to County.

COST PROPOSAL

THE COST PROPOSAL SHALL PROVIDE A BREAKDOWN OF ALL ANTICIPATED REVENUES AND EXPENSES.

Contract services shall become effective upon Board of Supervisor's approval. The contract or contracts awarded will be for a three (3) year period, and two automatic renewals which are subject to satisfactory performance outcomes and adequate funding. The Blue Sky Center contract will be funded with Mental Health Services Act (MHSA) funding. The two separate contracts will be funded as follows:

COMPONENT #1	Children and Adolescents (10-17 years of age) (Currently the "Youth Empowerment Centers" – Mini-Centers – "YEC")	\$350,000.00
COMPONENT #2	Transition Age Youth, Adults and Older Adults (18-59+) (Currently the "Blue Sky" Center)	\$1,250,000.00
		0
TOTAL COMPENSATION		<hr/> \$1,600,000.00 0

The total amount of this Contract shall not exceed the amounts indicated. If one agency is awarded both contracts the maximum amount of the contract shall not exceed \$1,600,000 for the term outlined which will be effective upon approval by the Board of Supervisors and continuing for three (3) twelve (12) month terms, and two automatic renewals which is subject to satisfactory performance outcomes. The awarded funds cannot be transferred to any other program account for specific purposes other than the stated purpose.

Budget

This Request for Proposal requires a cost proposal that includes a line item budget and budget narrative, including a projection of all anticipated revenues and expenses. A cost proposal must be submitted for each of the following contract Fiscal Years (FY): January 1, 2016 to June 30, 2016 (prorated); July 1, 2016 to June 30, 2017; July 1, 2017 to June 30, 2018; July 1, 2018 to June 30, 2019; July 1, 2019 to June 30, 2020. Prospective vendors should use the attached Budget and Budget Narrative Template (see **Exhibit A**).

The proposed annual program budget must identify the following costs: Total Personnel costs; Personnel costs by Job Classification; Total Employee Benefits Costs; Indirect Costs, Administrative Costs; and Revenues. Employee Benefit costs shall not exceed twenty percent (20%) of the total salaries. Administrative Costs shall not exceed fifteen percent (15%) of the total program expenditures. Failure to conform or address this provision may be grounds for contract termination at the option of the County of Fresno. (Note any exceptions and provide detailed justification and explanation). The County will reimburse awarded contractor on actual cost based on actual invoices submitted on a monthly basis. Payments by the County shall be in arrears for services provided during the preceding month, within 45 days after receipt and verification of selected vendor invoices.

Invoices must be submitted by the 10th of each month to the DBH Analyst and shall include expenses and revenues of the prior month reporting period. Monthly invoices shall show a detailed line item breakdown showing actual vendors' costs. This line item breakdown will allow the County to analyze if the program is on track according to the contract requirements.

Fixed Assets

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

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **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

AWARD CRITERIA

COST

- A. Does proposal identify staffing pattern, operational expenditures, estimated expenditures, revenues and budget narrative?
- B. Does the budget proposal indicate salaries and benefits less than or equal to 20%; is the total administrative expenditure less than or equal to 15% of the overall annual program cost?
- C. Does the budget proposal include non-medi-cal client service expenditures such as housing, client transportation and/or flex client funding, etc.?
- D. Is the budget program operations cost effective and demonstrate fiscal responsibility?

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP?
- B. Will the proposed services satisfy County's needs?
- C. Does the proposal demonstrate experience in providing the services desired?
- D. Does the bidder demonstrate prior experience, knowledge and /or a solid plan for providing wellness and recovery services?
- E. Are proposed services available at times and locations accessible to the community?
- F. Does the bidder demonstrate the need for metro and rural and outline a reasonable plan to provide such services.
- G. Does the bidder clearly explain how they will provide the identified services?
- H. Does the bidder provide a detailed plan on services/activities they propose? Detailed plans shall embody the requirements of the Mental Health Services Act (MHSA) and this Request for Proposal.
- I. Does the bidder provide responses that indicate cultural/linguistic awareness?

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. How does the organization's proposal tie into other initiatives or related services provided?

SERVICE OUTCOME MEASURES

- A. Does the bidder clearly identify outcomes, how they will be measured and how the outcome measures data will be tracked and used to improve services and satisfaction of service provision?
- B. Does the bidder provide the number of clients who are anticipated to be served and/or how many units of service (training, groups, etc.) are to be delivered each year?
- C. Does the bidder demonstrate knowledge of the Department of Behavioral Health, local community and government resources?

CHECK LIST

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

Check off each of the following:

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

County of Fresno RFP No.	<u>962-5377</u>
Closing Date:	<u>October 23, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Project - Blue Sky Wellness Center

Return Checklist with your RFP response.

EXHIBITS

A. Budget Template

B. Grievance Process

Agency Name: _____

Program Name: _____ Fiscal Year: _____

Budget Categories - Line Item Description (Must be itemized)		FTE %	Total Proposed Budget		
			Admin.	Direct	Total
PERSONNEL SALARIES (List titles):					
0001	_____	_____	_____	_____	\$ _____
0002	_____	_____	_____	_____	\$ _____
0003	_____	_____	_____	_____	\$ _____
0004	_____	_____	_____	_____	\$ _____
0005	_____	_____	_____	_____	\$ _____
0006	_____	_____	_____	_____	\$ _____
0007	_____	_____	_____	_____	\$ _____
0008	_____	_____	_____	_____	\$ _____
0009	_____	_____	_____	_____	\$ _____
0010	_____	_____	_____	_____	\$ _____
0011	_____	_____	_____	_____	\$ _____
0012	_____	_____	_____	_____	\$ _____
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)	\$
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				\$
% of Federal Financial Participation Reimbursement				\$
% of Early and Periodic Screening, Diagnostic, and Treatment Reimbursement				\$
MEDI-CAL REVENUE TOTAL				\$

OTHER REVENUE:

4000	Other - (Identify)	\$
4100	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		\$

Agency Name: _____

Program Name: _____ Fiscal Year: _____

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

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

\$ _____

Facilities/Equipment Expenses – Line Items 1010-1014

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

\$ _____

Operating Expenses - Line Items 1060-1077

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

\$ _____

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.

\$ _____

Special Expenses – Line Items 1090-1092

Detail each line item in Special Expenses.

\$ _____

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.

\$ _____

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

Detail any anticipated expenditures for clients.

\$ _____

TOTAL PROGRAM EXPENSE: \$ _____

Agency Name: _____

Program Name: _____ Fiscal Year: _____

Medi-Cal Revenues - Line Item 3000-3700

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

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

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

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

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

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

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

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

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

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

FRESNO COUNTY MENTAL HEALTH PLAN GRIEVANCES AND INCIDENT REPORTING

Grievances

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

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

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

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

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

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

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

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

Provider Problem Resolution and Appeals Process

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

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

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

Formal provider appeal process – the provider has the right to access the provider appeal process at any time before, during, or after the provider problem resolution process has

begun, when the complaint concerns a denied or modified request for MHP payment authorization, or the process or payment of a provider's claim to the MHP.

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

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

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

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

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

PROTOCOL FOR COMPLETION OF INCIDENT REPORT

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

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

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

INCIDENT REPORT WORKSHEET

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

Name/DMH # _____

1. Background information of the incident:

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

Who was affected? (If other than consumer) _____

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

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

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

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

Completed by (print name) _____

Completed by (signature) _____ Date completed _____

Reviewed by Supervisor (print name) _____

Supervisor Signature _____ Date _____