

MASTER AGREEMENT

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3 THIS MASTER AGREEMENT ("Agreement") is made and entered into this 18th day of June of
4 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
5 hereinafter referred to as "COUNTY", and each contractor (CONTRACTOR) listed in Exhibit A, attached
6 hereto and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS",
7 and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be
8 added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as
9 "Parties" to this Agreement.

WITNESSETH:

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11 WHEREAS, COUNTY, through its Department of Public Health (DPH) California Children's
12 Services (CCS) - Medical Therapy Program (MTP), is in need of Occupational Therapy (OT) and Physical
13 Therapy (PT) services to be performed by qualified Occupational Therapists and Physical Therapists
14 licensed by the State of California; and

15 WHEREAS, COUNTY DPH CCS-MTP is mandated by the California State Law to provide
16 prescribed OT and PT services for children, ranging from birth to 21 years old, with handicapping
17 conditions, generally due to neurological, musculoskeletal or other medical disorders, such as but not
18 limited to, cerebral palsy and spina bifida; and

19 WHEREAS, COUNTY issued Request for Statement of Qualifications No. 19-059 (RFSQ) soliciting
20 proposals from qualified CONTRACTORS to provide onsite Occupational Therapy (OT) and Physical
21 Therapy (PT) contracted services to the children, ranging from birth to 21 years of age, enrolled in
22 COUNTY's California Children's Services (CCS) Medical Therapy Program (MTP) at MTP operated
23 Medical Therapy Units (MTUs) located at three (3) local school sites in Fresno County; and

24 WHEREAS, CONTRACTORS, are willing to provide experienced and qualified staff who can
25 perform Occupational and / or Physical Therapy services to COUNTY's DPH CCS – MTP's Medical
26 Therapy Units (MTUs) pursuant to the terms and conditions of this Agreement;

27 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
28 contained, the Parties hereto agree as follows:

1 1. OBLIGATIONS OF THE CONTRACTOR

2 A. CONTRACTORS shall provide the COUNTY-DPH CCS-MTP's required
3 Occupational and Physical Therapy services in accordance with the scope of work, requirements, terms
4 and conditions of RFSQ No. 19-059 attached hereto as Exhibit B; and each CONTRACTOR's submitted
5 proposal, identified as Exhibits C-1 and C-2, attached hereto and by this reference incorporated herein.

6 CONTRACTORS agree to provide only qualified and State licensed Occupational Therapists and
7 Physical Therapists to fulfill all responsibilities identified in the Scope of Work section identified in Exhibit

8 B.

9 B. CONTRACTORS warrant that they possess all licenses and certifications required
10 by local, State of California and/or Federal laws and regulations for the conduct of their business and
11 shall operate their business in accordance with all applicable laws and regulations. CONTRACTORS
12 shall further warrant that all of its personnel performing services under this Agreement shall be licensed
13 and certified where required, to lawfully perform their duties and shall maintain such licensure and
14 certifications identified in the Comply/Non-Comply section of Exhibit B attached hereto and by this
15 reference incorporated herein, throughout the term of this Agreement.

16 C. CONTRACTORS shall submit copies of all licenses, certifications and applicable
17 medical clearances described in Comply/Not-Comply section of Exhibit B, prior to commencement of
18 work or services. County DPH CCS-MTP's Rehabilitative Therapy Manager or designee shall review
19 and approve all submitted licenses, certifications and applicable clearances, and will initiate an order to
20 work if approved, in accordance with Exhibit B.

21 D. CONTRACTORS will ensure that CONTRACTOR'S Therapy staff will perform
22 assigned duties in accordance with the highest scientific, professional and ethical standards of their
23 profession and at all times will act within the policies, rules and regulations of the COUNTY, the State of
24 California Department of Health Care Services and local statutes and administrative regulations relating
25 to health.

26 E. CONTRACTORS shall provide licensed and qualified Occupational and/or
27 Physical Therapists to perform services onsite at the COUNTY's Medical Therapy Units located within
28 COUNTY jurisdiction, 3 to 5 days per week, up to 8 hours per day, not to exceed nine thousand twenty-

1 five (9,025) service hours annually, at times and dates mutually agreeable to both CONTRACTORS and
2 COUNTY. COUNTY'S CCS-MTP operates Medical Therapy Units (MTUs) located at three (3) local
3 school sites namely:

MTU	LOCATION
Garfield MTU	1345 N. Peach Ave. Clovis
Ginsburg MTU	67 E. Ashlan Avenue, Fresno
Storey MTU	2444 S. Peach Avenue, Fresno

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10 F. When a CONTRACTOR's assignee is selected, the service assignment shall
11 remain in effect unless CONTRACTOR terminates service, or assignee fails to perform or comply with
12 the requirements identified in the Scope of Work included in Exhibit B.

13 G. In the event CONTRACTOR's Therapy staff must discontinue or terminate its
14 service at the assigned CCS-MTU location, CONTRACTORS shall provide COUNTY CCS-MTP's
15 Rehabilitative Therapy Manager or designee at least two (2) work weeks notification of Therapy staff's
16 discontinuation of service. This notification will allow the COUNTY to conduct necessary review and
17 selection of qualified Therapy services in accordance with the selection process in Exhibit D and prevent
18 disruption of mandated services to COUNTY CCS-MTP enrolled clients.

19 H. CONTRACTORS agree that the Agreement does not constitute a guarantee or
20 promise that any CONTRACTOR shall provide certain amount of work or services to COUNTY under
21 the terms of this Agreement. This Agreement does not constitute a guarantee or promise that the total
22 fee or any fee will be received by any CONTRACTOR.

23 2. OBLIGATIONS OF THE COUNTY

24 A. COUNTY CCS -MTP's Rehabilitative Therapy Manager or designee, at time of
25 need, shall submit request through written or electronic notification to CONTRACTORS listed in Exhibit
26 A for qualified and licensed Occupational Therapy and/or Physical Therapy staff.

27 B. COUNTY shall conduct a review and selection process specified in Exhibit D to
28 determine selection of CONTRACTOR based on two priority factors at the time services are needed at

1 the CCS-MTUs. Availability of qualified staffing to provide the services and cost will be the primary
2 considerations in the selection process.

3 C. COUNTY CCS-MTP's Rehabilitative Therapy Manager or designee shall review
4 and approve all of CONTRACTORS' submitted licenses, certifications and applicable clearances as
5 identified in the Comply/Not Comply section of Exhibit B. Upon approval, COUNTY CCS-MTP's
6 Rehabilitative Therapy Manager shall notify CONTRACTOR and provide assignment of MTU location,
7 work schedule and program's onboarding process necessary to initiate the commencement of
8 CONTRACTORS' service.

9 D. COUNTY does not guarantee or promise any certain amount of work or service
10 will be granted to CONTRACTORS under the terms and conditions of this Agreement. This Agreement
11 does not constitute a guarantee or promise that a total fee or any fee will be received by any
12 CONTRACTOR.

13 3. TERM

14 The term of this Agreement shall be for a period of three (3) years, commencing on July 1,
15 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional
16 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
17 prior to the first day of the next twelve (12) month extension period. The COUNTY DPH Director or his or
18 her designee is authorized to execute such written approval on behalf of COUNTY based on
19 CONTRACTOR'S satisfactory performance.

20 4. TERMINATION

21 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated, at any time by giving the CONTRACTORS thirty (30) days advance written notice.

25 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
26 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTORS. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTORS the repayment to the COUNTY of any funds disbursed to the CONTRACTORS under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTORS shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTORS.

5. COMPENSATION/INVOICING

A. COUNTY agrees to pay CONTRACTORS for services satisfactorily performed hereunder and CONTRACTORS agree to receive compensation at the hourly rates and other allowable expense as deemed applicable, in accordance with each CONTRACTOR'S proposal submitted under Request for Statement Qualification (RFSQ) No. 19-059.

B. COUNTY agrees to pay CONTRACTORS and CONTRACTORS agrees to receive compensation according to the rates as identified in Exhibit E or proration thereof for the actual service hours rendered. CONTRACTORS shall submit monthly invoices to the County of Fresno, Department of Public Health, CCS, P.O. Box 11867, Fresno, CA 93775, Attention: MTP, Rehabilitative Therapy Manager. Invoices shall include Name of Therapist, service type, service location and dates, contract number, and number of service hours provided. In no event shall services performed under this Agreement be in excess of Eight Hundred Fifty Seven Thousand Three Hundred Seventy-Five and No/100 Dollars (\$857,375.00) for each twelve (12) month period of this Agreement. It is understood that all expenses incidental to CONTRACTORS performance of services except otherwise specified under this Agreement shall be borne by CONTRACTORS.

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1 6. INDEPENDENT CONTRACTOR

2 In performance of the work, duties and obligations assumed by CONTRACTORS under this
3 Agreement, it is mutually understood and agreed that CONTRACTORS, including any and all of the
4 CONTRACTORS' officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
7 to control or supervise or direct the manner or method by which CONTRACTORS shall perform its work
8 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
9 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

10 CONTRACTORS and COUNTY shall comply with all applicable provisions of law and the
11 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
12 thereof.

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

21 7. MODIFICATION

22 Any matters of this Agreement may be modified from time to time by the written consent of
23 all the parties without, in any way, affecting the remainder. Any modifications, made pursuant to the above
24 provisions, shall be effective as to the CONTRACTORS identified in the written modification, and shall not
25 alter or affect the existing Master Agreement between COUNTY, and the remaining CONTRACTORS.

26 8. NON-ASSIGNMENT

27 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
28 under this Agreement without the prior written consent of the other party.

1 9. HOLD HARMLESS

2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
3 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
5 connection with the performance, or failure to perform, by CONTRACTORS, its officers, agents, or
6 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
7 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
8 may be injured or damaged by the performance, or failure to perform, of CONTRACTORS, its officers,
9 agents, or employees under this Agreement.

10 10. INSURANCE

11 Without limiting the COUNTY's right to obtain indemnification from CONTRACTORS or
12 any third parties, CONTRACTORS, at its sole expense, shall maintain in full force and effect, the
13 following insurance policies throughout the term of the Agreement:

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than Two Million Dollars
16 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
17 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
18 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
19 liability or any other liability insurance deemed necessary because of the nature of this contract.

20 B. Automobile Liability

21 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
23 used in connection with this Agreement.

24 C. Professional Liability

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

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1 D. Worker's Compensation

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

4 E. Molestation

5 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
6 (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
7 be issued on a per occurrence basis.

8 E. Cyber Liability

9 Cyber Liability Insurance, with limits not less than Two Million Dollars (\$2,000,000) per
10 occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to
11 respond to the duties and obligations as is undertaken by CONTRACTORS in this Agreement and shall
12 include, but not be limited to, claims involving infringement of intellectual property, including but not limited
13 to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,
14 damage to or destruction of electronic information, release of private information, alteration of electronic
15 information, extortion and network security. The policy shall provide coverage for breach response costs as
16 well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond
17 to these obligations.

18 Additional Requirements Relating to Insurance

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

26 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
27 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
28 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box

1 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
2 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
3 not be responsible for any premiums on the policies; that such Commercial General Liability insurance
4 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
5 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
6 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
7 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
8 provided under CONTRACTORS' policies herein; and that this insurance shall not be cancelled or changed
9 without a minimum of thirty (30) days advance, written notice given to COUNTY.

10 In the event CONTRACTORS fail to keep in effect at all times insurance coverage as herein
11 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
12 Agreement upon the occurrence of such event.

13 All policies shall be issued by admitted insurers licensed to do business in the State of
14 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
15 rating of A FSC VII or better.

16 11. AUDITS AND INSPECTIONS

17 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
18 may deem necessary, make available to the COUNTY for examination all of its records and data with
19 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
20 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
21 CONTRACTOR'S compliance with the terms of this Agreement.

22 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
23 subject to the examination and audit of the Auditor General for a period of three (3) years after final
24 payment under contract (Government Code Section 8546.7).

25 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

26 A. The parties to this Agreement shall be in strict conformance with all applicable
27 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and
28 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of

1 Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health Insurance
2 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42,
3 United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR,
4 Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act
5 (HITECH) regarding the confidentiality and security of patient information, and the Genetic Information
6 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

7 Except as otherwise provided in this Agreement, CONTRACTORS, as a Business
8 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
9 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
10 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d
11 *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY,
12 as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for
13 management, administrative or legal responsibilities of the Business Associate.

14 B. CONTRACTORS, including its subcontractors and employees, shall protect, from
15 unauthorized access, use, or disclosure of names and other identifying information, including genetic
16 information, concerning persons receiving services pursuant to this Agreement, except where permitted in
17 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i),
18 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services pursuant
19 to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTORS shall not use
20 such identifying information or genetic information for any purpose other than carrying out
21 CONTRACTORS’ obligations under this Agreement.

22 C. CONTRACTORS, including its subcontractors and employees, shall not disclose
23 any such identifying information or genetic information to any person or entity, except as otherwise
24 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required
25 by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by
26 this Agreement or authorized by law, CONTRACTORS shall make reasonable efforts to limit PHI to the
27 minimum necessary to accomplish intended purpose of use, disclosure or request.

28 D. For purposes of the above sections, identifying information shall include, but not be

1 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such
2 as finger or voice print, or photograph.

3 E. For purposes of the above sections, genetic information shall include genetic tests of
4 family members of an individual or individual, manifestation of disease or disorder of family members of an
5 individual, or any request for or receipt of, genetic services by individual or family members. Family
6 member means a dependent or any person who is first, second, third, or fourth degree relative.

7 F. CONTRACTORS shall provide access, at the request of COUNTY, and in the
8 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
9 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section
10 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall
11 be provided within thirty (30) days from request. Access may be extended if CONTRACTORS cannot
12 provide access and provides individual with the reasons for the delay and the date when access may be
13 granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

14 CONTRACTORS shall make any amendment(s) to PHI in a designated record set
15 at the request of COUNTY or individual, and in the time and manner designated by COUNTY in
16 accordance with 45 CFR Section 164.526.

17 CONTRACTORS shall provide to COUNTY or to an individual, in a time and
18 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to
19 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
20 accordance with 45 CFR Section 164.528.

21 G. CONTRACTORS shall report to COUNTY, in writing, any knowledge or reasonable
22 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of
23 unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without
24 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall
25 be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA
26 Representative, within two (2) business days of discovery. The notification shall include, to the extent
27 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to
28 have been, accessed, acquired, used, disclosed, or breached. CONTRACTORS shall take prompt

1 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure
2 required by applicable Federal and State Laws and regulations. CONTRACTORS shall investigate such
3 breach and is responsible for all notifications required by law and regulation or deemed necessary by
4 COUNTY and shall provide a written report of the investigation and reporting required to COUNTY's
5 Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative. This written
6 investigation and description of any reporting necessary shall be postmarked within the thirty (30) working
7 days of the discovery of the breach to the addresses below:

8 County of Fresno
9 Dept. of Public Health
10 HIPAA Representative
11 (559) 600-6439
12 P.O. Box 11867
13 Fresno, CA 93775

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

12 H. CONTRACTORS shall make its internal practices, books, and records relating to the
13 use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTORS on
14 behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements
15 set forth in Title 45, CFR, Sections 160 and 164. CONTRACTORS shall make its internal practices, books,
16 and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the
17 CONTRACTORS on behalf of COUNTY, available to the United States Department of Health and Human
18 Services (Secretary) upon demand.

19 CONTRACTORS shall cooperate with the compliance and investigation reviews
20 conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTORS'
21 normal business hours, however, upon exigent circumstances access at any time must be granted. Upon
22 the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTORS and in
23 possession of a Subcontractors, it must certify efforts to obtain the information to the Secretary.

24 I. Safeguards

25 CONTRACTORS shall implement administrative, physical, and technical safeguards
26 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately
27 protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
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1 receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use,
2 disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTORS shall conduct
3 an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity
4 and availability of electronic PHI. CONTRACTORS shall develop and maintain a written information
5 privacy and security program that includes administrative, technical and physical safeguards appropriate to
6 the size and complexity of CONTRACTORS' operations and the nature and scope of its activities. Upon
7 COUNTY's request, CONTRACTORS shall provide COUNTY with information concerning such
8 safeguards.

9 CONTRACTORS shall implement strong access controls and other security
10 safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
11 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the
12 following administrative and technical password controls for all systems used to process or store
13 confidential, personal, or sensitive data:

14 1. Passwords must not be:

- 15 a. Shared or written down where they are accessible or recognizable
- 16 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- 17 b. A dictionary word; or
- 18 c. Stored in clear text

19 2. Passwords must be:

- 20 a. Eight (8) characters or more in length;
 - 21 b. Changed every ninety (90) days;
 - 22 c. Changed immediately if revealed or compromised; and
 - 23 d. Composed of characters from at least three (3) of the following four
- 24 (4) groups from the standard keyboard:

- 25 1) Upper case letters (A-Z);
- 26 2) Lowercase letters (a-z);
- 27 3) Arabic numerals (0 through 9); and
- 28 4) Non-alphanumeric characters (punctuation symbols).

1 CONTRACTORS shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing confidential,
3 personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and
- 6 3. Patch management process including installation of all operating
7 system/software vendor security patches.

8 CONTRACTORS shall utilize a commercial encryption solution that has received
9 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
10 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
11 computing devices (including, but not limited to, laptop and notebook computers).

12 CONTRACTORS shall not transmit confidential, personal, or sensitive data via e-
13 mail or other internet transport protocol unless the data is encrypted by a solution that has been
14 validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced
15 Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its
16 employees who fail to comply with these safeguards. CONTRACTORS must adopt procedures for
17 terminating access to PHI when employment of employee ends.

18 J. Mitigation of Harmful Effects

19 CONTRACTORS shall mitigate, to the extent practicable, any harmful effect that
20 is suspected or known to CONTRACTORS of an unauthorized access, viewing, use, disclosure, or
21 breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these
22 provisions. CONTRACTOR must document suspected or known harmful effects and the outcome.

23 K. CONTRACTORS' Subcontractors

24 CONTRACTORS shall ensure that any of its contractors, including
25 subcontractors, if applicable, to whom CONTRACTORS provides PHI received from or created or
26 received by CONTRACTORS on behalf of COUNTY, agree to the same restrictions, safeguards, and
27 conditions that apply to CONTRACTORS with respect to such PHI and to incorporate, when applicable,
28 the relevant provisions of these provisions into each subcontract or sub-award to such agents or

1 subcontractors..

2 L. Employee Training and Discipline

3 CONTRACTORS shall train and use reasonable measures to ensure compliance
4 with the requirements of these provisions by employees who assist in the performance of functions or
5 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
6 employees who intentionally violate any provisions of these provisions, including termination of
7 employment.

8 M. Termination for Cause

9 Upon COUNTY's knowledge of a material breach of these provisions by
10 CONTRACTOR, COUNTY shall either:

- 11 1. Provide an opportunity for CONTRACTORS to cure the breach or end the
12 violation and terminate this Agreement if CONTRACTORS does not cure the breach or end the
13 violation within the time specified by COUNTY; or
- 14 2. Immediately terminate this Agreement if CONTRACTORS has breached a
15 material term of these provisions and cure is not possible.
- 16 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer
17 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

18 N. Judicial or Administrative Proceedings

19 COUNTY may terminate this Agreement in accordance with the terms and
20 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR(S) is found guilty in a
21 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a
22 finding or stipulation that the CONTRACTORS have violated a privacy or security standard or
23 requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil
24 proceeding in which the CONTRACTOR is a party.

25 O. Effect of Termination

26 Upon termination or expiration of this Agreement for any reason,
27 CONTRACTORS shall return or destroy all PHI received from COUNTY (or created or received by
28 CONTRACTORS on behalf of COUNTY) that CONTRACTORS still maintains in any form, and shall

1 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend
2 the protections of these provisions to such information, and limit further use of such PHI to those
3 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI
4 that is in the possession of subcontractors or agents, if applicable, of CONTRACTORS. If
5 CONTRACTORS destroys the PHI data, a certification of date and time of destruction shall be provided
6 to the COUNTY by CONTRACTORS.

7 P. Disclaimer

8 COUNTY makes no warranty or representation that compliance by
9 CONTRACTORS with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
10 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
11 CONTRACTORS' possession or control, or transmitted or received by CONTRACTORS, is or will be
12 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTORS are solely
13 responsible for all decisions made by CONTRACTORS regarding the safeguarding of PHI.

14 Q. Amendment

15 The parties acknowledge that Federal and State laws relating to electronic data
16 security and privacy are rapidly evolving and that amendment of these provisions may be required to
17 provide for procedures to ensure compliance with such developments. The parties specifically agree to
18 take such action as is necessary to amend this agreement in order to implement the standards and
19 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to
20 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
21 notice in the event that CONTRACTOR does not enter into an amendment providing assurances
22 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the
23 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

24 R. No Third-Party Beneficiaries

25 Nothing express or implied in the terms and conditions of these provisions is
26 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
27 CONTRACTORS and their respective successors or assignees, any rights, remedies, obligations or
28 liabilities whatsoever.

1 S. Interpretation

2 The terms and conditions in these provisions shall be interpreted as broadly as
3 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The
4 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
5 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

6 T. Regulatory References

7 A reference in the terms and conditions of these provisions to a section in the
8 HIPAA regulations means the section as in effect or as amended.

9 U. Survival

10 The respective rights and obligations of CONTRACTORS as stated in this Section
11 shall survive the termination or expiration of this Agreement.

12 V. No Waiver of Obligations

13 No change, waiver or discharge of any liability or obligation hereunder on any one
14 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or
15 shall prohibit enforcement of any obligation on any other occasion.

16 13. NON-DISCRIMINATION

17 During the performance of this Agreement, CONTRACTORS shall not unlawfully
18 discriminate against any employee or applicant for employment, or recipient of services, because of race,
19 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
20 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,
21 military status or veteran status pursuant to all applicable State of California and Federal statutes and
22 regulation.

23 14. NOTICES

24 The persons and their addresses having authority to give and receive notices under this
25 Agreement include the following:

26 ///

27 ///

28 ///

1 COUNTY
2 Director, COUNTY OF FRESNO
3 Department of Public Health
4 P.O. Box 11867
5 Fresno, CA 93775

CONTRACTORS
 SEE Attachment A

6 All notices between the COUNTY and CONTRACTORS provided for or permitted under this
7 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
8 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
9 personal service is effective upon service to the recipient. A notice delivered by first-class United States
10 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
11 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
12 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
13 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
14 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
15 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
16 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
17 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
18 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
19 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
20 beginning with section 810).

21 15. ADDITION AND DELETION OF CONTRACTORS

22 The Director of the Department of Public Health reserves the right at any time during this
23 Agreement to add and delete CONTRACTORS to those listed in Exhibit A, all subject to County Counsel
24 approval as to legal form and County Auditor-Controller/Treasurer-Tax Collector approval as to accounting
25 form. It is understood any such additions and deletions will not affect compensation paid to any other
26 CONTRACTOR, and therefore such additions and deletions may be made by COUNTY without notice to or
27 approval of the CONTRACTORS under this Agreement. Any such CONTRACTOR added must qualify
28 according to the terms of RFSQ No. 19-059. CONTRACTOR also agrees that inclusion on Exhibit A does
not constitute a guarantee or promise that any CONTRACTOR shall provide any certain amount of work or
services to COUNTY under this Agreement. Each CONTRACTOR understands that any such additions will

1 not affect their compensation. These provisions apply to the termination of any CONTRACTOR listed in
2 Exhibit A. By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement,
3 and agrees that it is party to this Agreement with the COUNTY and is bound by its terms.

4 16. GOVERNING LAW

5 Venue for any action arising out of or related to this Agreement shall only be in Fresno
6 County, California.

7 The rights and obligations of the parties and all interpretation and performance of this
8 Agreement shall be governed in all respects by the laws of the State of California.

9 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS

10 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
11 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes
12 its status to operate as a corporation.

13 Members of the CONTRACTORS' Board of Directors shall disclose any self-dealing
14 transactions that they are a party to while CONTRACTORS are providing goods or performing services
15 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
16 is a party and in which one or more of its directors has a material financial interest. Members of the
17 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
18 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit F and incorporated
19 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
20 transaction or immediately thereafter.

21 18. SEVERABILITY

22 The positions of this Agreement are severable. The invalidity or unenforceability of any
23 one provision in the Agreement shall not affect the other provisions.

24 19. ENTIRE AGREEMENT

25 This Agreement, including all Exhibits, constitutes the entire agreement between the
26 CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understanding of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **CONTRACTOR:**

COUNTY OF FRESNO:

4 **See attached Contractor Signature Pages**

5

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Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

9

10

ATTEST:

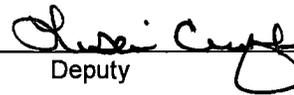
11

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12

13

By:



14

Deputy

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FOR ACCOUNTING USE ONLY:

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ORG No. 56201601

22

ACCOUNT No.: 7295

23

FUND: 0001

24

SUBCLASS: 10000

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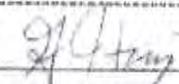
2 **CONTRACTOR SIGNATURE PAGE**

3
4
5 By: 

6 Print Name: Ram. Isa

7 Title: Owner

8 Date: 5/29/2019

9
10 By: 

11 Print Name: Grant Hargis

12 Title: Director

13 Date: 5/29/2019

14 =====
15 E-Mail Address for Notices: Recruit@cellstaff.com (staffing) / Bids@cellstaff.com (contracts)

16 E-Mail Notice Contact Person's Name: Paul Zushma, & Grant Hargis

17 Email Notice Contact Person's Title: Account Manager & Director

18 =====
19 Company Name: Cell Staff, llc

20 Mailing Address: 1715 N Westshore Blvd, Ste 410

21 City, State & Zip Code: Tampa, FL 33607

22 State in Which the Company Originally Registered: FL

23 =====
24 Contact Telephone Number: 855-561-1715

25 Contact Fax Number: 813-433-5159

2 **CONTRACTOR SIGNATURE PAGE**

3
4
5 By: John Goodfellow
6 Print Name: John Goodfellow
7 Title: CEO
8 Date: May 29, 2019

9 -----
10 By: _____
11 Print Name: _____
12 Title: _____
13 Date: _____

14 =====
15 E-Mail Address for Notices: john@gftherapy.com
16 E-Mail Notice Contact Person's Name: John Goodfellow
17 Email Notice Contact Person's Title: CEO

18 =====
19 Company Name: Goodfellow Occupational Therapy
20 Mailing Address: 2505 W. Shaw Ave ; Suite 101
21 City, State & Zip Code: Fresno, CA 93711
22 State in Which the Company Originally Registered: California

23 =====
24 Contact Telephone Number: (559) 228-9100
25 Contact Fax Number: (559) 228-9200
26 cell (559) 907-7777

CONTRACTOR SIGNATURE PAGE

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

=====
E-Mail Address for Notices:

E-Mail Notice Contact Person's Name:

Email Notice Contact Person's Title:

=====
Company Name:

Mailing Address:

City, State & Zip Code:

State in Which the Company Originally Registered:

=====
Contact Telephone Number:

Contact Fax Number:

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EXHIBIT A
PARTICIPATING CONTRACTORS

<u>CONTRACTOR</u>	<u>ADDRESS</u>	<u>RECEIVE AND SEND NOTICES</u>
Cell Staff, LLC	1715 N. Westshore Blvd. Suite 410, Tampa, FL 33607	Mac Lomax, Vice President Recruit@cellstaff.com (855)561-1715
Goodfellow Occupational Therapy, Inc.	2505 W. Shaw Ave. Suite 101, Fresno, CA 93711	John Goodfellow, CEO john@gftherapy.com (559)228-9100 opt 2

COUNTY OF FRESNO



**REQUEST FOR
STATEMENT OF QUALIFICATIONS**

NUMBER: 19-059

**OCCUPATIONAL AND PHYSICAL THERAPY
SERVICES**

Issue Date: March 11, 2019

Closing Date: MARCH 28, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Heather Stevens at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSO.

Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()
TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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KEY DATES

RFSQ Issue Date: **March 11, 2019**

Written Questions for RFSQ Due: **March 15, 2019 at 11:00 A.M.**

Questions must be submitted on the Bid Page.

RFSQ Closing Date: **March 28, 2019 at 2:00 P.M.**

Statement of Qualifications must be electronically submitted on the Bid Page on Public Purchase.

OVERVIEW

It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein.

The County of Fresno, Department of Public Health (DPH) Children’s Medical Services Division – California Children’s Services Program is soliciting the services of a contractor(s) who can provide Occupational Therapy (OT) AND Physical Therapy (PT) services for children enrolled in California Children’s Services (CCS) Medical Therapy Program (MTP). The CCS MTP is mandated by the California State Law to provide prescribed OT and PT services for children, ranging from birth to 21 years old, with handicapping conditions, generally due to neurological, musculoskeletal or other medical disorders, such as but not limited to, cerebral palsy and spina bifida. The MTP operates Medical Therapy Units (MTUs) located at three (3) local school sites in Fresno County. Each MTU is equipped to conduct the necessary special needs pediatric OT and PT services onsite.

BACKGROUND

There are currently 769 children receiving both OT and PT services at the three (3) MTUs. The Department has had a continuous recruitment for five (5) vacant licensed Occupational and Physical Therapist positions, but has not been successful in filling all. To meet the increasing medical therapy demands for Fresno County CCS MTP eligible children and address the difficulty of recruiting qualified OT and PT personnel, contracted services have been established since 2012. The OT and PT services provided by a current contractor enables CCS MTP to provide the necessary services to qualified MTP clients in Fresno County. The contractor’s annual cost based on FY 2017-18 services was approximately \$845,000.00.

While CCS MTP has two (2) full time OTs and four (4) full time PTs, the contractor provides four (4) OTs, ultimately leaving 87 children currently on the PT waitlist. Additional OT and PT resources are needed to meet the demands of increasing numbers of CCS MTP eligible children in Fresno County. Should the County be unable to procure continued contracted OT and PT services, the number of waitlisted children will be upwards of 522 for OT services and 87 for PT services. The Request for Statement of Qualifications seeks the continuation of contracted OT and PT services, and if possible from multiple local providers. It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein. CCS MTP’s goal is to provide timely and effective OT and PT services needed by every CCS MTP qualified child in Fresno County.

PROJECT

Request for Statement of Qualifications to provide Occupational therapy (OT) and Physical therapy (PT) contracted services to the children (ranging from birth to 21 years of age) enrolled in County of Fresno’s California Children’s Services (CCS) Medical Therapy Program (MTP). The MTP operated Medical Therapy Units (MTUs) located at three (3) local school sites namely:

MTU	LOCATION
Garfield MTU	1345 N. Peach Ave., Clovis
Ginsburg MTU	67 E. Ashlan Avenue, Fresno
Storey MTU	2444 S. Peach Avenue, Fresno

The County anticipates a three (3) year base master services agreement, with the option to extend for two (2) additional twelve (12) month periods, emanating from this RFSQ. The County will determine which contractor to utilize based on two priority factors. The first factor is which contractor will provide the required services at the lowest rate. The second factor is contractor OT/PT staff availability.

SCOPE OF WORK

The Contractor shall provide licensed OT and/or PT services onsite at the three (3) MTUs located within Fresno County, 3 to 5 days per week, up to 8 hours per day, not to exceed nine thousand twenty-five (9,025) service hours annually. The following responsibilities include but may not be limited to:

- A. Conduct OT and/or PT tasks in accordance with State and County regulations and guidelines
- B. Evaluate, plan, schedule and provide treatment to assigned and scheduled clients
- C. Complete required documentations accurately and in a timely manner, in accordance with State and County regulations and guidelines
- D. Communicate appropriate information to physicians, other MTP team members, parents, clients’ teachers and other agencies as needed to implement client treatment services
- E. Attend and participate in medical therapy case conferences
- F. Fabricate, modifies and applies splints as prescribed
- G. Coordinates, teaches, supervises and develops functional exercises to provide corrective therapy
- H. May conduct home visits to assess the needs for the prescribed durable medical equipment (DME) and assess the environment for completing functional tasks and/or environmental barriers
- I. Assess and order DME and orthotics as prescribed
- J. Provide instructional training to clients, family members and caregivers regarding home exercise programs and equipment needs

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to mark this page could result in your statement of qualifications being non-responsive.

BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/
NOT COMPLY**

- 1. Contractor shall provide State licensed Occupational and/or Physical Therapists with a minimum of three (3) years documented experience; or if less than three (3) years' experience, written approval from the CCS Rehabilitative Therapy Manager and the CCS Division Manager must be requested and obtained prior to placement. _____
- 2. Contractor's OT and PT staff shall be CCS Paneled _____
- 3. Contractor's OT and PT staff shall maintain all licenses, credentials, board regulations, and/or certifications. _____
- 4. Contractor's OT and PT staff shall maintain Cardiopulmonary Resuscitation (CPR) certification. _____
- 5. Contractor's OT and PT staff shall be HIPAA trained annually. _____
- 6. Contractor's OT and PT staff shall abide by all of County's confidentiality requirements. _____
- 7. Contractor's OT and PT staff shall provide own transportation for off site visits such as home visits and meetings at MTUs. _____
- 8. Contractor's OT and PT staff shall maintain applicable annual medical clearance (i.e. updated required vaccinations, annual Tuberculosis skin test, etc.), as required per OSHA training regulations. See links for additional information:
 - a. Aerosol Transmissible Diseases - <https://www.dir.ca.gov/title8/5199.html> _____
 - b. Blood Borne Pathogen - <https://www.dir.ca.gov/title8/5193.html> _____
- 9. Contractor must maintain offices locally (within Fresno County) to ensure OT and PT services can be provided at each of the CCS MTPs within a consistently timely and reliable manner _____
- 10. Contractor must meet County's minimum insurance and indemnification requirements, as provided in this RFSQ. _____
- 11. Contractor must provide and clearly identify service rates per staff position. _____

SUBMITTAL

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
 7. List current projects or commitments for similar services in progress
 8. List the name and phone number of at least three (3) relevant client references
- B. Required Qualifications:
1. Contractor shall provide a copy of the OT's valid license as an Occupational Therapist with the State of California – Department of Consumer Affairs, California Board of Occupational Therapy
 2. Contractor shall provide a copy of the PT's valid license as a Physical Therapist with the State of California – Department of Consumer Affairs, Physical Therapy Board of California
 3. Contractor shall provide a copy of the current CPR certification and proof of HIPAA training certificate for each OT and PT staffs.
 4. Contractor shall provide a copy of the current medical clearances for each OT and PT staff.
 5. Contractor shall provide proof of local office establishment.

CONTRACT TERM

It is the County's intent to contract with the successful bidder(s) for a term of three (3) years. Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

INSURANCE REQUIREMENTS

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 Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto 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 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.
- E. Molestation: - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.
- F. Cyber Liability: - Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Additional Requirements Relating to Insurance:

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.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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 Public Health, Attn: Susan Stasikonis, 1221 Fulton Street, Fresno, CA 93721**, 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.

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 RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the 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 appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.



CELLSTAFF.COM

1715 N Westshore Blvd Suite 410, Tampa FL 33607
Ph: (855) 561-1715 || Fax: (813) 433-5159 || Bids@cellstaff.com

EXHIBIT C-1

Proposal Prepared for:



Department of Public Health

RFSQ Number: 19-059

Occupational and Physical Therapy Services

Opening: March 28th, 2019 at 2:00 p.m. Pacific Time

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2. Contractor shall provide a copy of the PT's valid license as a Physical Therapist with the State of California – Department of Consumer Affairs, Physical Therapy Board of California	21
3. Contractor shall provide a copy of the current CPR certification and proof of HIPAA training certificate for each OT and PT staffs.	21
4. Contractor shall provide a copy of the current medical clearances for each OT and PT staff.	22
5. Contractor shall provide proof of local office establishment.	22
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Section A: General Competence and Qualifications

A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:

1. Firm name, address and phone number:

Cell Staff, LLC

1715 N Westshore Blvd, Suite 410, Tampa, FL 33607

Toll-Free Phone Number: (855) 561-1715

Additional Relevant Contact Information:

Proposal and Contracts:

- Grant Hargis (primary) or Rami Isa (secondary) at

Staffing Requests:

- Paul Zushma (primary) or Mac Lomax (secondary) at Recruit@cellstaff.com

Billing/Invoicing:

- Grant Hargis (primary) or Ashley Raynor (secondary) at Invoice@cellstaff.com

Other Relevant Contact Information:

- General Fax is (813) 433-5159
- General Email is Recruit@cellstaff.com
- Website is www.cellstaff.com

2. Type of organization (sole-proprietorship, partnership, or corporation):

Cell Staff is a limited liability company partnership (LLC-P) organized under the laws of Florida.

3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience

Please see pages 3, 4 and 5.

4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects

Please see pages 4 and 5.

Firm Principals / Key Personnel

Project Manager - Mac Lomax, VP of Government Services

Cell Staff's Project Manager for the County of Fresno, Department of Public Health (hereafter the COF, DPH) will be Mac Lomax, Vice President of Government Services who has over 12 years of experience working within the healthcare staffing industry. Mac launched his career by servicing behavioral health facilities, correctional institutions, and special education departments across Northern California. Over the past 12 years Mac has overseen the successful completion of numerous competitively bid contracts for healthcare staffing at various Federal, state, county and municipal agencies. Mac is a firm believer in consistent communication, regular performance evaluations, and on-site visits to ensure Cell Staff is exceeding the COF, DPH's expectations for project implementation execution. All other Cell Staff personnel will be held accountable to Mac for the successful project implementation with the COF, DPH. Mac holds a bachelor's degree in communications, which has helped him excel in interpersonal communication with his clients and bring projects to fruition.

Assistant Project Manager - Rami Isa, VP of Business Development

Rami Isa serves as Vice President of Business Development for Cell Staff. Rami's primary responsibility is building long-lasting partnerships throughout the healthcare industry with our clients. Rami has served as a tremendous resource for his clients by filling niche positions when urgent staffing needs have arisen, including behavioral healthcare. Over the past 15 years, Rami has provided healthcare staffing services to a variety of clients, including: various state and county departments of behavioral health, state hospitals, departments of corrections, state developmental centers, special education departments, and numerous other behavioral healthcare settings. Rami will assist Mac in ensuring all the COF, DPH's needs are being addressed, that all positions are being filled in a timely manner, and that the healthcare professionals on site are exceeding expectations. Rami holds a bachelor's degree in electrical engineering, which has given him an analytical and mathematical advantage over the course of his career.

Recruitment - Dan Gutierrez, VP of Operations

Cell Staff's company operations, recruitment, and training is overseen by Dan Gutierrez, Vice President of Operations. Dan has 18 years of government healthcare experience, which has included behavioral health institutions and correctional departments. Dan is supported by a team of recruiters who have multiple years of experience recruiting and onboarding qualified healthcare providers within a variety of federal, state, and county public organizations. Every new Cell Staff employee completes a 3-month recruitment, compliance, and customer service training period, which ensures each team member fully comprehends all aspects of Cell staff's core values, recruitment methods, applicant tracking systems, client resource management systems, qualifications for each profession/specialty, and client-specific credentialing processes. Dan has an impeccable track record of providing quality placements that adhere to Joint Commission, institutional, contractual, legal and ethical standards. Dan will be responsible for his recruitment team and their commitment to filling all vacant positions with qualified candidates who have backgrounds and experience related to their specific positions at the COF, DPH. While serving in the United States Navy, Dan obtained his bachelor's degree in healthcare administration. After returning to civilian life, Dan went on to obtain his master's degree in business administration.

California Team Experience:

Mac, Dan and Rami are all California Natives. Although they now focus on healthcare staffing on a National level, each has deep insights into the State of California and understand the differences in the various local healthcare staffing markets.

Mac started his career working in North California, specifically as a Recruiter in a local San Francisco office. Mac then moved on to manage his own office in Oakland California. Mac then managed the entire State of Arizona before also taking over the entire Government Services Division. Mac also assisted Dan at this time by providing leadership and management support to the various local California branches for multiple years.

Rami has successfully run offices in the Sacramento, Los Angeles, Orange County, and San Diego, in addition to remotely serving the In-land Empire and all of Central California which included the City/County of Fresno. Rami went on to handle all outside sales and regional account management for all of California, Nevada and Arizona.

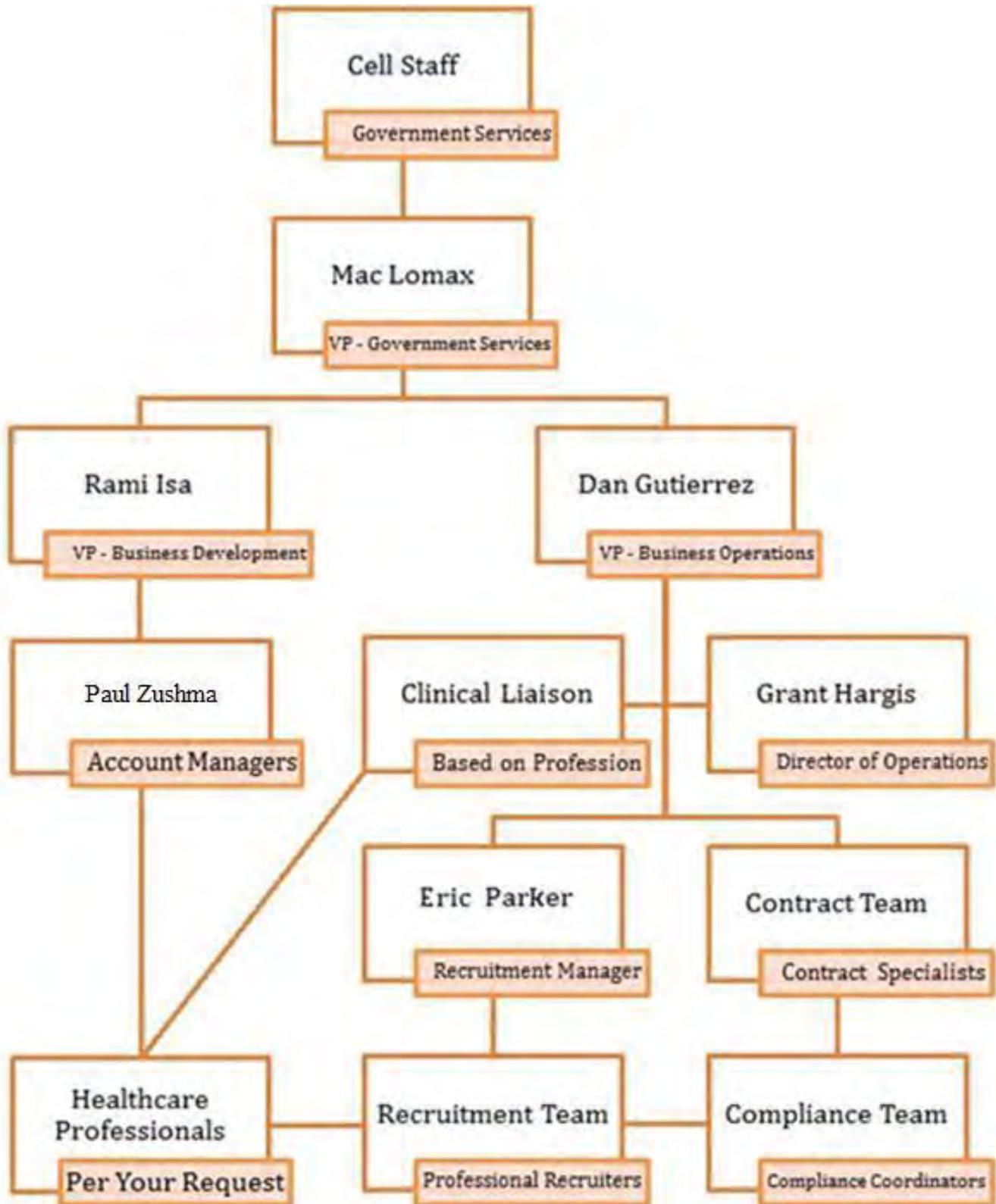
Dan began his healthcare staffing career working in San Diego, working with numerous public and private clients. Dan then moved to the San Bernardino office and managed local office. Dan then returned to San Diego and began to develop local office for another company, quickly expanding their presence to local markets in Los Angeles, San Diego, Orange County, Sacramento, Phoenix and Los Vegas. Before long, Dan was managing the company's entire California and Southwest markets.

Non-Principal Key Personnel**Billing and Contractual Compliance - Grant Hargis, Director of Operations**

All contractual compliance is overseen by Mr. Grant Hargis, Director of Operations. Grant is responsible for outlining Cell Staff's contractual requirements for each client/project and ensuring all members of the Cell Staff's team are knowledgeable on these specific contractual obligations. This is including but not limited to scope of services for each profession, client-specific operating procedures and training, invoicing, and candidate minimum qualifications (both general and position specific). In addition, Grant will also assist Dan and his recruitment team in confirming that all new candidates submitted and nursing professionals currently working, remain current and up to date on all their credentials, in order to maintain contractual compliance. Grant holds a bachelor's degree in justice studies which has helped immensely when reading over lengthy contracts and comprehending complex client work-flow processes.

Dedicated Account Manager – Paul Zushma

Paul started as a Recruiter with Cell Staff over 3 years ago and quickly established himself as a top performer on the Recruitment Team. Once Paul had proven himself as an accomplished Recruiter and demonstrated the ability to create and maintain strong relationships with his healthcare professionals working in the field, Cell Staff promoted Paul into an Account Management position, allowing him to foster relationships on the client development side of the business. Paul yet again proved his worth, providing quick turnaround time on placements for staffing needs and providing exceptional customer service. Additionally, his experience and incites as a Recruiter allow him to effectively mentor the Recruiters working on his needs and expedite the placement process. Paul's experience also allows him to double-down and help his clients by quickly finding healthcare professionals to meet their urgent staffing needs. Paul holds a bachelor's degree in entrepreneurship, which coupled with his unparalleled work ethic, has result in a dynamic and creative approach to solving problem for his clients and his healthcare professionals.



5. *List of current staff, including job classification*

Cell Staff recruits individuals specifically for each project. Cell Staff has previously had OT and PT professionals working in the area, and they will be a few of many potential candidates that will be contacted upon award. If awarded, Cell Staff will implement a local, regional and Statewide recruitment campaign to hire the occupational and physical therapists necessary to fill the five (5) current vacancies at the California Children's Services (CCS) Medical Therapy Program (MTP). Based on RFSQ 19-059, Cell Staff will be responsible for providing 4 OT's and 1 PT for approximately 9,025 combined hours per year.

Although Cell Staff does not have PT and OT staff currently on stand-by locally in Fresno, we have historically had excellent success in placing PT and OT candidates in a wide variety of setting, including pediatric and educational based settings. Please keep in mind, most vendors with local staff already have them assigned to other clients or their own clinics. With that said, the local vendors will either need to hire new staff to replace the current employees that are moved to the COG, DPH or else they will be recruiting new staff.

Cell Staff will pre-screen and vet all PT and OT candidates to ensure they meet or exceed the required qualifications listed throughout RFSQ 19-059 and can successfully implement the scope of work:

SCOPE OF WORK

The Contractor shall provide licensed OT and/or PT services onsite at the three (3) MTUs located within Fresno County, 3 to 5 days per week, up to 8 hours per day, not to exceed nine thousand twenty-five (9,025) service hours annually. The following responsibilities include but may not be limited to:

- A. Conduct OT and/or PT tasks in accordance with State and County regulations and guidelines
- B. Evaluate, plan, schedule and provide treatment to assigned and scheduled clients
- C. Complete required documentations accurately and in a timely manner, in accordance with State and County regulations and guidelines
- D. Communicate appropriate information to physicians, other MTP team members, parents, clients' teachers and other agencies as needed to implement client treatment services
- E. Attend and participate in medical therapy case conferences
- F. Fabricate, modifies and applies splints as prescribed
- G. Coordinates, teaches, supervises and develops functional exercises to provide corrective therapy
- H. May conduct home visits to assess the needs for the prescribed durable medical equipment (DME) and assess the environment for completing functional tasks and/or environmental barriers
- I. Assess and order DME and orthotics as prescribed
- J. Provide instructional training to clients, family members and caregivers regarding home exercise programs and equipment needs

Cell Staff would like to summarize our general recruitment model for identifying, screening, credentialing, and placing qualified PT's and OT's at the COF, DPH. This method will be adjusted to meet the position specific requirements, such as the specifications found using the link below, in addition to any general requirements the COF, DPH might have (Ex: California Live-scan).

<http://agency.governmentjobs.com/fresnoc/default.cfm?action=agencyspecs>

1) Cell Staff identifies PT/OT candidates (existing Cell Staff employees or new recruit) who have the education, licensure, experience, skillsets and personal characteristics to perform the scope of work for their profession as required by the COF, DPH. After an initial vetting process by Cell Staff's Recruitment Team, each candidates' application packages will be submitted to the designated COF, DPH representative for review. These application packages would include:

- Resume outlining relevant years' experience (minimum 1 year is standard practice)
- Verified clinical references and/or performance reviews
- Skills checklists and/or relevant training certificates
- Copy of current California and/or National Professional License
- Online license verification through the designated Board(s)
- Any additional documents requested by the COF, DPH

After review of each candidates' application package, the COF, DPH representative can either move forward with an interview and/or request to view additional candidates' application packages. Once the COF, DPH selects a candidate for a position, an offer letter will be presented to the candidate by Cell Staff for a position at the COF, DPH facility.

2) Once a PT or OT candidate has accepted the offer letter, Cell Staff will perform our full credentialing process to complete the candidate's compliance profile and hiring process. In the event of existing employees, the credentials on file will be reviewed to ensure they are current and meet the specifications of the COF, DPH contract and specific job requirements. Our credentialing process will be tailored to meet all the COF, DPH requirements, which can include but not limited to:

- Completion of W-4 and I-9 accompanied by two forms of valid government ID
- Signed new hire packet application and job description
- 10-panel urine drug screen per section
- 80%+ Passing scores on assigned professional competency testing
- Education verification with candidate's applicable school(s)
- Any additional reference checks to verify clinical experience and previous performance
- Physician's evaluation of health confirming ability to perform job duties
- Negative PPD/Mantoux or TST Screening within the last 12 Months (1 or 2 Step).
In the event a candidate tests positive for TB, a negative chest x-ray is acceptable
- Current BLS/CPR certificate
- HIPAA Training Certificate and signed HIPPA Privacy Agreement
- Other Annual Medical Clearance: Blood Borne Pathogens and Aerosol Transmissible Diseases
- Cell Staff thorough background screenings process to can include:
 - 7-year State & County background check & social security number trace by Hirease
 - Federal E-Verify verification of employment eligibility
 - Federal SAM, OIG, EPLS, OFAS and National Sex Offender Registry name check (included Medicare/Medicaid fraud check)
 - California Live-scan and/or FBI/DOJ Fingerprint Background Check

- 3) Once a candidate’s vetting/hiring process is complete, Cell Staff will submit the documents to the designated COF, DPH representative for review and filing.
 - If approved to, move onto step 4.
 - If denied, correct deficiencies (i.e. new BLS certificate) and resubmit for approval.
- 4) Once a PT or OT is approved to start by the COF, DPH, Cell Staff will arrange the necessary orientations, trainings, and any other pending requirements to ensure our employee feels comfortable performing all requested administrative and clinical duties in line with COF, DPH policies and procedures.
- 5) Cell Staff’s employee performs the requested services as outlined in the RFSQ.
- 6) Cell Staff and the COF, DPH review each employee’s performance after 30 days, 90 days, and annually thereafter, to ensure all patients’ needs are being addressed and the quality of care is meeting the expectation of the COF, DPH Staff. Cell Staff will provide regular feedback to our employees to promote continuous improvement in quality of care while working onsite.

Please note, any healthcare professionals working at the COF, DPH will be employees (w2) of Cell Staff. Nurse Practitioners may be given the option to become 1099 contractors, which is standard practice for mid-levels and locum tenens, unless it is expressly forbidden by the COF, DPH.



6. Firm qualifications, including licenses

History:

Cell Staff was established in Tampa, Florida on January 28th, 2014 with the mission provide supplemental healthcare staffing services to facilities across the United States. In response to the ever-growing public/government healthcare sector, Cell Staff specializes in healthcare staffing for Federal, state, and local government entities. Specifically, Cell Staff focuses on providing nursing, therapy/allied, behavioral healthcare and locum tenens to government agencies in the behavioral healthcare, correctional healthcare, and school-based settings.

Mission:

Are you Ready for a Fresh Start? We Can Help! Cell Staff provides nationwide employment opportunities for healthcare professionals, specifically on government service contracts. Cell Staff prides itself on being staffing visionaries. We seek the most gifted candidates in the healthcare field. Whether that describes you or the employee you're looking for, Cell Staff has you covered.

Vision:

It's All About the Experience. Whether it's your first day or first (or tenth) year with us, each client and employee will find their individual needs met with the Cell Staff personal touch. We know that no two people are alike and we will create a tailored experience to match your needs. Cell Staff might not be the biggest healthcare staffing company in the industry (yet) but we certainly pride ourselves on being the best! Our reputation for seeking only the best and most forward-thinking candidates is unmatched in the staffing industry. We attract incredible talent and build lasting relationships because we think we're pretty incredible ourselves. Reset Your Expectations of what a staffing company should be, with Cell Staff! Connect with us today to experience the difference.

Core Values:

-  *Build Open and Honest Relationships*
-  *Create a Team Environment with Family Spirit*
-  *Be Passionate and Relentless*
-  *Embrace and Drive Change*
-  *Show Humility and Accountability*

Experience:

Cell Staff brings more than 50 years of combined management experience within the healthcare staffing industry and we pride ourselves on our customer service, recruitment resources, staffing technology, national reputation and (above all) the ability to provide exceptional healthcare professionals to our clients. Cell Staff's executive team was assembled to bring the most knowledgeable and innovative healthcare staffing leaders together. Cell Staff's management team has partnered with wide range of government facilities nationwide such as: Federal and State Department of Veterans Affairs; Federal, State and County Department of Corrections; Department of Defense; Departments of Public Health; Indian Health Services; and various other government/public organizations. However, Cell Staff's strategic areas of focus remains our partnerships with government agencies providing behavioral healthcare and related services.

Current or Previous Clients in California or with similar requested services:

-  Fresno Veterans Home, California Dept. Veterans Affairs
-  County of Fresno, Behavioral Health Department
-  Butte County Behavioral Health Department
-  Los Angeles Unified School District
-  Management Solutions (CDCR and CA-DSH)
-  Wisconsin School for the Deaf
-  Wisconsin School for the Blind and Visually Impaired
-  Providence Public Schools
-  Arkansas Health Center, Arkansas Dept Human Services
-  Central State Hospital, Georgia Dept Behavioral Health and Developmental Disabilities

Philosophy & Culture:

Cell Staff's vision statement, "It's All About The Experience," summarizes our business philosophy and culture. As the tagline suggests, Cell Staff considers itself to be a customer services company. Although this term is thrown around loosely in today's business world, Cell Staff's executive team has envisioned a culture that strives to exceed this ideal by creating a team environment with a family spirit. Each and every employee, assignment, client and project is different. That being said, we feel every experience should be tailored to fit the needs of that particular individual or organization. Creating a tailored experience with a personal touch for everyone we partner with is what sets us apart from our competition. Additionally, building open and honest relationships in all facets of our business is how we foster both professional and personal relationships and create long-lasting, mutually beneficial partnerships. This philosophy applies not only to our clients receiving staff, but also to the healthcare professionals we employ to provide these services. Retention of quality healthcare professionals is key not only to our long-term success, but also in maintaining continuity of care and excellent customer satisfaction. Each healthcare provider's experience begins with a connection to one of our recruiters, is tailored during the recruitment/hiring process and continues to develop as an active employee of Cell Staff. Just as our account executives build both personal and professional relationships with our clients, our recruiters do the same for our healthcare professionals. As long as each and every Cell Staff employee remains passionate and relentless about their endeavors and continues to show humility and accountability for their actions, success and customer satisfaction will follow. It's a simple formula that we've perfected.

Innovation:

Cell Staff prides itself on being a technology-based company. Embracing and driving change is critical to the success of any business in today's technology-centered world. Cell Staff uses the latest in staffing software, social media, web integration, and recruitment techniques to stay ahead of the curve. For Cell Staff, this includes using recruitment technology that allows our company to reach a broader pool of candidates. Phone calls, referrals, and conferences are still effective means of contacting talented healthcare professionals. However, search engine optimization, online databases/leads systems, streamlined web-based job postings to multiple forums, and effective use of social media, is critical to reaching the growing millennial presence in the workforce, specifically within the growing healthcare field.

Recruitment Resources

In addition to our proprietary candidate database and extensive network of healthcare professionals, Cell Staff also utilizes the following to identify and recruit new healthcare professionals specifically for the positions requested by our clients.

Online:

- **CellStaff.com** – Job postings that stream live to our website from Talent Rover (described below) or via direct entry. From there our RSS feed pushes these job postings out to many of the forums listed below
- **Work4 Lab Solutions** – Allows us to use Facebook and LinkedIn to identify healthcare professionals by profession within a geographic area. Additionally, this system also pushes out our job postings on automated schedules to Facebook, LinkedIn, and Twitter.
- **Indeed** – Pay-per-click job postings, and profile database search
- **CareerBuilder** – Job postings and resume database search
- **Craigslist** – Job postings
- **Jobs-2-Careers** - Job postings that stream live to hundreds of job boards
- **Allied/Nursing Travel Career** – Therapist & nursing candidate lead generator, resume database search, and job postings that are fed directly from our website.
- **Allied/Nursing VIP** – Therapist and nursing candidate lead generator and job postings
- **I Hire Therapy & I Hire Nursing** – Job postings and resume database search
- **Health Jobs Nationwide** – Job postings and resume database search
- **Staff DNA** – Healthcare candidate lead generator
- **LinkedIn Recruiter** – Job posting and candidate resume search

Traditional:

- **Call Lists** – Both from purchased lists and generated from our extensive internal database

Conferences/Exhibits:

- **National Conferences for Healthcare Professions**
- **College/University Job Fairs for students entering the healthcare field**
- **Hosting Pub Nights and Social Events for Various Healthcare Professionals**

Employee Benefits to Attract and Retain our Healthcare Professionals

Standard Benefits:

- ☑ Social Security Contribution
- Federal and State Tax Withholding based on employee's W4 and applicable state's tax withholding form(s)
- ☑ General, Automobile, Workers Compensation, Professional, and Umbrella Liability insurance through our Insurance Providers
- ☑ Weekly Pay via Direct Deposit
- ☑ Basic Life / AD&D Insurance of \$25,000.00 through the Hartford

All Cell Staff employees are eligible to elect to receive the following benefits based on their tailored compensation package. Benefits are effective on 1st day of employment!

- ☑ Individual/Family Medical Insurance, 50% Cell Staff Contribution, through Blue Cross
- ☑ In Individual/Family Dental Insurance through Lincoln
- ☑ Individual/Family Vision Insurance through Lincoln
- ☑ Pet Insurance through Healthy Paws
- ☑ Supplemental Life (up to \$150,000.00) and AD&D for Employees and/or Dependents through Hartford
- ☑ Supplemental Life and AD&D for Dependents (up to \$150,000.00)
- ☑ Voluntary Short-Term Disability, Critical Illness and Accident Policies through the Hartford
- ☑ Continuing Education and/or Training Reimbursement
- ☑ Clinical Mentorship/Liaisons for certain healthcare professions
- ☑ Professional Licensure and/or Certification Reimbursement
- Paid Holidays/Vacation/Sick Time (within client's contractual guidelines)
- ☑ Wellness Program with Discounted Membership to 10,000 Gym locations Nationwide
- ☑ 401K Retirement Plan
- ☑ Travel, Lodging, and Meal stipends within GSA and IRS guidelines

Complimentary Continuing Education:

- **Local In-Service Training** – Cell Staff offers group or individual classes through third parties such as the American Red Cross, American Health and Safety Institute, and American Heart Association. Class examples include BLS certification, CPI, SAMA, etcetera but classes do vary depending on geographic location and time of year.
- **Client Internal Programs or Additional Requests** – Cell Staff also encourages our employees to participate in all in-house training sessions offered by our clients. Cell Staff also encourage auxiliary training offered by third parties for software systems or equipment used by our clients.
- **Mentorship / Clinical Liaisons** – Offered for certain professions, our mentors and clinical liaisons are available to address clinical questions and offer guidance to our healthcare professionals.
- **Continuing Education.com and Cell Staff E-University** – Cell Staff has partnered with Allied Health Media's nationally accredited e-learning platform to create the Cell Staff Institute. The Cell Staff Institute will allow our healthcare professionals to log on remotely through our website and complete certified continuing education units (CEU's) at their leisure online.

Alex Padilla
California Secretary of State



Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, March 27, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201413210183 CELL STAFF, LLC

Registration Date: 05/07/2014
Jurisdiction: FLORIDA
Entity Type: FOREIGN
Status: ACTIVE
Agent for Service of Process: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE, (C1592199)

To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

Entity Address: 1715 N. WESTSHORE BOULEVARD, SUITE 410
 TAMPA FL 33607

Entity Mailing Address: 1715 N. WESTSHORE BOULEVARD, SUITE 410
 TAMPA FL 33607

LLC Management *

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of May.

Document Type	⇕	File Date	⇕	PDF
SI-COMPLETE		11/14/2018		
SI-COMPLETE		04/28/2016		
REGISTRATION		05/07/2014		

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

State of Florida

Department of State

I certify from the records of this office that CELL STAFF, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 28, 2014.

The document number of this limited liability company is L14000014839.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on March 20, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of March, 2019*



Randy Be
Secretary of State

Tracking Number: 4181249127CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Insurance

Cell Staff has provided a copy of our COI below for your records. Cell Staff would like to request that the COF, DPH accept our excess liability policy to meet the following limits below. Cell Staff does carry cyber liability insurance although it is not specifically listed on the COI below. Evidence will be furnished upon request.

A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

E. Molestation: - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

F. Cyber Liability: - Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

AGENCY CUSTOMER ID: CELLSTA-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Cell Staff, LLC 815 Colorado Blvd., Suite #400 Los Angeles, CA 90041	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy #: 728DDHG7366
 Carrier: Hartford Fire Insurance Company
 Employee theft: Limit:\$100,000 ,Deductible:\$1,000

Policy: Directors & Officers Liability
 Policy #:8241-8428
 Policy Term: 6/1/2018 - 6/1/2019
 Carrier: Federal Insurance Company
 Per Claim:\$2,000,000 ,Aggregate:\$2,000,000 ,Retention:\$0

Evidence of Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

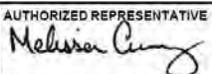
PRODUCER Arthur J. Gallagher & Co. Insurance Broker of CA, Inc. LIC #0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Kim Tran PHONE (A/C, No, Ext): 818.539.8618 FAX (A/C, No): 818.539.8617 E-MAIL ADDRESS: kim_tran@ajg.com														
INSURED CELLSTA-01 Cell Staff, LLC. 815 Colorado Blvd., Suite #400 Los Angeles, CA 90041	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1891710650 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		MWCS1391100	6/1/2018	6/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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7. List current projects or commitments for similar services in progress

See below under references in section 8.

Cell Staff does not currently have any or projects or commitments that would impede our ability to perform under this project.

8. List the name and phone number of at least three (3) relevant client references

California References:

Fresno Veterans Home, California Department of Veterans Affairs: August 2014 - Present
2811 W California Ave, Fresno, CA 93706592

Robert Domrese, Director of Restorative Care / (559) 493-4427 / robert.domrese@calvet.ca.gov
Provided Physical Therapy and Occupational Therapy staffing services.

Butte County Behavioral Health Department: June 2015 – Present

3217 Cohasset Road, Chico, CA 95973

Christine Zaveson, Nurse Manager / Ph: (530) 891-2954 / czaveson@buttecounty.net

Provide Registered Nurses, Licensed Vocational Nurses, and Recreational Therapy Services

Management Solution, LLC which manages all staffing for the California Department of Corrections and Rehabilitation and the California State Hospitals: May 2017 - Present

Deidre Blair-Saldaña, Operations Lead / (855) 502-3600 x 103 / deidre@vmssolution.com

Provide Registered Nurses and Registered Dietitian staffing services.

Other Physical and Occupational Therapy References:

Wisconsin School for the Deaf: September 2014 - Present

309 W Walworth Ave, Delavan, WI 53115-1099

Biran Lievens, Principal / (262) 378-0114 / brian.lievens@wsd.k12.wi.us

Provide Physical Therapy, Occupational Therapy, and Speech Language Pathology staffing services.

Wisconsin School for the Blind and Visually Impaired: September 2014 - Present

1700 West State Street, Janesville, WI, 53546-5344

Pete Dally, Director / (608) 758-4925 / pete.dally@wcbvi.k12.wi.us

Provide Physical Therapy, Occupational Therapy, Speech Language Pathology, and Music Therapy staffing services.

Providence Public School District: September 2016 - Present

797 Westminster Street, Providence, RI 02903

Katherine Swart, Program Admin. / (401) 456-9100 ext 11337 / Katherine.swart@ppsd.org

Provide Physical Therapy, Occupational Therapy, and Speech Language Pathology staffing services.

Arkansas Health Center, Arkansas Department of Human Services: July 2014 – Present

6701 U.S. 67, Benton, AR 72015

Dr. Megan Edwards, Clinical Director / Ph: (501) 860-0534 / megan.edwards@dhs.arkansas.gov

Provide Physical Therapy, Occupational Therapy, and Speech Language Pathology staffing services.

Georgia Department of Behavioral Health and Developmental Disabilities, Central State Hospital
620 Broad Street, Milledgeville GA 31062
Sarah “Kay” Brooks, Director of Nursing / (478) 445-4960 / sarah.brooks@bhdd.ga.gov
Provide Physical Therapy staffing services.

B. Required Qualifications:

- 1. Contractor shall provide a copy of the OT's valid license as an Occupational Therapist with the State of California – Department of Consumer Affairs, California Board of Occupational Therapy***

All occupational therapist candidate will submit a copy of their California OT license to Cell Staff during our internal compliance process. Cell Staff will then verify their professional OT license online with the California – Department of Consumer Affairs, California Board of Occupational Therapy. If the license is free of any restrictions, Cell Staff will then move forward with the recruitment, vetting and placement process. The COF, DPH will receive a copy of the original license and license verification with the compliance/credential packet submitted along with each candidate.

- 2. Contractor shall provide a copy of the PT's valid license as a Physical Therapist with the State of California – Department of Consumer Affairs, Physical Therapy Board of California***

All physical therapist candidates will submit a copy of their California PT license to Cell Staff during our internal compliance process. Cell Staff will then verify their professional PT license online with the California – Department of Consumer Affairs, California Board of Physical Therapy. If the license is free of any restrictions, Cell Staff will then move forward with the recruitment, vetting and placement process. The COF, DPH will receive a copy of the original license and license verification with the compliance/credential packet submitted along with each candidate.

- 3. Contractor shall provide a copy of the current CPR certification and proof of HIPAA training certificate for each OT and PT staffs.***

Copies of each candidate's CPR certification and proof of HIPAA training will be furnished to Cell Staff during the vetting process. If either is expired or missing, Cell Staff will assist each candidate in enrolling in the needed program. Cell Staff would need clarification from the County as to which CPR classes for healthcare professionals are acceptable, examples include American Heart Association (AHA), American Red Cross (ACR), American Health and Safety Institute (AHSI), among others. Additionally, Cell Staff can provide online HIPAA training with our internal software from API or we can enroll them in 3rd party HIPAA training either online or in-person. Cell Staff will also ensure that each candidate attend the County's internal HIPAA training if that is your preference. Many of our clients prefer that the candidates participate in their internal HIPAA training classes as part of orientation.

Current and valid CPR certification and HIPAA training will be furnished to the COF, DPH in each candidates compliance/credentialing packet.

4. Contractor shall provide a copy of the current medical clearances for each OT and PT staff.

Cell Staff will include current medical clearances for each OT and PT staff in their compliance/credentialing packet. Typically, items include pre-employment physical, TB/PPD or Chest X-ray, Immunization Records or TITERS, or any other requested medical clearance documents.

5. Contractor shall provide proof of local office establishment.

Cell Staff requests that the COF, DPH waive this requirement for Cell Staff. Cell Staff has successfully placed healthcare professional in over 30 States, including many healthcare professionals in California. Additionally, Cell Staff successfully provided the Fresno Veterans Home with supplemental Physical and Occupational Therapy Services for multiple years and can be verified by our reference. Cell Staff also recently received a contract to provide recruitment of temporary healthcare staff to the County of Fresno, Department of Behavioral Health and have our first behavioral healthcare candidate interviewing for a position on March 29th, 2019. Our organization feels that our success in staffing physical and occupational therapists Nationally, across California, and specifically within the City/County of Fresno had proven our ability to services our clients from the Tampa, FL office. In the event the COF, DPH chooses to award to multiple vendors, Cell Staff would prove to be an excellent resource in the event the local vendors are unable to provide the necessary number of PT or OT professionals, especially if they are local therapy clinics and not nationwide recruitment/staffing agencies.

Service Cost Rates:

Physical Therapist (PT): \$90.00 per hour

Physical Therapy Assistant (PTA): \$62.00 per hour

Occupational Therapist (OT, OTR, OTR/L): \$90.00 per hour

Occupational Therapy Assistant (COTA): \$62.00 per hour

COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS

NUMBER: 19-059

OCCUPATIONAL AND PHYSICAL THERAPY SERVICES

Issue Date: March 11, 2019

Closing Date: MARCH 28, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Heather Stevens at Phone (559) 600-7110.

BIDDER TO COMPLETE

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

Cell Staff

COMPANY

Proposal, Contracts and Billing contact is Grant Hargis/ Staffing requests contact is Paul Zushma
CONTACT PERSON

1715 N Westshore Blvd, Suite 410

ADDRESS

Tampa

CITY

FL

STATE

33607

ZIP CODE

+ E :: Proposal - bids@cellstaff.com/ Staffing requests: recru... : / Billing: invoice@cellstaff.com

PRINT NAME

TITLE

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KEY DATES

RFSQ Issue Date: March 11, 2019

Written Questions for RFSQ Due: March 18, 2019 at 1:00 P.M.

Questions must be submitted on the Bid Page.

RFSQ Closing Date: March 28, 2019 at 2:00 P.M.

Statement of Qualifications must be electronically submitted on the Bid Page on Public Purchase.

OVERVIEW

It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein.

The County of Fresno, Department of Public Health (DPH) Children's Medical Services Division - California Children's Services Program is soliciting the services of a contractor(s) who can provide Occupational Therapy (OT) AND Physical Therapy (PT) services for children enrolled in California Children's Services (CCS) Medical Therapy Program (MTP). The CCS MTP is mandated by the California State Law to provide prescribed OT and PT services for children, ranging from birth to 21 years old, with handicapping conditions, generally due to neurological, musculoskeletal or other medical disorders, such as but not limited to, cerebral palsy and spina bifida. The MTP operates Medical Therapy Units (MTUs) located at three (3) local school sites in Fresno County. Each MTU is equipped to conduct the necessary special needs pediatric OT and PT services onsite.

BACKGROUND

There are currently 769 children receiving both OT and PT services at the three (3) MTUs. The Department has had a continuous recruitment for five (5) vacant licensed Occupational and Physical Therapist positions, but has not been successful in filling all. To meet the increasing medical therapy demands for Fresno County CCS MTP eligible children and address the difficulty of recruiting qualified OT and PT personnel, contracted services have been established since 2012. The OT and PT services provided by a current contractor enables CCS MTP to provide the necessary services to qualified MTP clients in Fresno County. The contractor's annual cost based on FY 2017-18 services was approximately \$845,000.00.

While CCS MTP has two (2) full time OTs and four (4) full time PTs, the contractor provides four (4) OTs, ultimately leaving 87 children currently on the PT waitlist. Additional OT and PT resources are needed to meet the demands of increasing numbers of CCS MTP eligible children in Fresno County. Should the County be unable to procure continued contracted OT and PT services, the number of waitlisted children will be upwards of 522 for OT services and 87 for PT services. The Request for Statement of Qualifications seeks the continuation of contracted OT and PT services, and if possible from multiple local providers. It is the intent of the County to engage several contractors under a master agreement to provide the professional services described herein. CCS MTP's goal is to provide timely and effective OT and PT services needed by every CCS MTP qualified child in Fresno County.

PROJECT

Request for Statement of Qualifications to provide Occupational therapy (OT) and Physical therapy (PT) contracted services to the children (ranging from birth to 21 years of age) enrolled in County of Fresno's California Children's Services (CCS) Medical Therapy Program (MTP). The MTP operated Medical Therapy Units (MTUs) located at three (3) local school sites namely:

MTU	LOCATION
Garfield MTU	1345 N. Peach Ave., Clovis
Ginsbura MTU	67 E. Ashlan Avenue Fresno
Storev MTU	2444 S. Peach Avenue, Fresno

The County anticipates a three (3) year base master services agreement, with the option to extend for two (2) additional twelve (12) month periods, emanating from this RFSQ. The County will determine which contractor to utilize based on two priority factors. The first factor is which contractor will provide the required services at the lowest rate. The second factor is contractor OT/PT staff availability.

SCOPE OF WORK

The Contractor shall provide licensed OT and/or PT services onsite at the three (3) MTUs located within Fresno County, 3 to 5 days per week, up to 8 hours per day, not to exceed nine thousand twenty-five (9,025) service hours annually. The following responsibilities include but may not be limited to:

- A. Conduct OT and/or PT tasks in accordance with State and County regulations and guidelines
- B. Evaluate, plan, schedule and provide treatment to assigned and scheduled clients
- C. Complete required documentations accurately and in a timely manner, in accordance with State and County regulations and guidelines
- D. Communicate appropriate information to physicians, other MTP team members, parents, clients' teachers and other agencies as needed to implement client treatment services
- E. Attend and participate in medical therapy case conferences
- F. Fabricate, modifies and applies splints as prescribed
- G. Coordinates, teaches, supervises and develops functional exercises to provide corrective therapy
- H. May conduct home visits to assess the needs for the prescribed durable medical equipment (DME) and assess the environment for completing functional tasks and/or environmental barriers
- I. Assess and order DME and orthotics as prescribed
- J. Provide instructional training to clients, family members and caregivers regarding home exercise programs and equipment needs

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to mark this page could result in your statement of qualifications being non-responsive.

BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/
NOT COMPLY**

- | | |
|---|--|
| <p>1. Contractor shall provide State licensed Occupational and/or Physical Therapists with a minimum of three (3) years documented experience; or if less than three (3) years' experience, written approval from the CCS Rehabilitative Therapy Manager and the CCS Division Manager must be requested and obtained prior to placement.</p> | <p>COMPLY _____</p> |
| <p>2. Contractor's OT and PT staff shall be CCS Paneled</p> | <p>COMPLY _____</p> |
| <p>3. Contractor's OT and PT staff shall maintain all licenses, credentials, board regulations, and/or certifications.</p> | <p>COMPLY _____</p> |
| <p>4. Contractor's OT and PT staff shall maintain Cardiopulmonary Resuscitation (CPR) certification.</p> | <p>COMPLY _____</p> |
| <p>5. Contractor's OT and PT staff shall be HIPAA trained annually.</p> | <p>COMPLY _____</p> |
| <p>6. Contractor's OT and PT staff shall abide by all of County's confidentiality requirements.</p> | <p>COMPLY _____</p> |
| <p>7. Contractor's OT and PT staff shall provide own transportation for off site visits such as home visits and meetings at MTUs.</p> | <p>COMPLY _____</p> |
| <p>8. Contractor's OT and PT staff shall maintain applicable annual medical clearance (i.e. updated required vaccinations, annual Tuberculosis skin test, etc.), as required per OSHA training regulations. See links for additional information:</p> <p style="margin-left: 20px;">a. Aerosol Transmissible Diseases - https://www.dir.ca.gov/ttitle8/5199.html</p> <p style="margin-left: 20px;">b. Blood Borne Pathogen - https://www.dir.ca.gov/title8/5193.html</p> | <p>COMPLY _____</p> <p>COMPLY _____</p> |
| <p>9. Contractor must maintain offices locally (within Fresno County) to ensure OT and PT services can be provided at each of the CCS MTPs within a consistently timely and reliable manner</p> | <p>NOT COMPLY
<u>Waiver requested based on experier</u></p> |
| <p>10. Contractor must meet County's minimum insurance and indemnification requirements, as provided in this RFSQ.</p> | <p>NOT COMPLY
<u>Excess liability policy can be used to meet limit</u></p> |
| <p>11. Contractor must provide and clearly identify service rates per staff position.</p> | <p>COMPLY _____</p> |

SUBMITTAL

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
 7. List current projects or commitments for similar services in progress
 8. List the name and phone number of at least three (3) relevant client references
- B. Required Qualifications:
1. Contractor shall provide a copy of the OT's valid license as an Occupational Therapist with the State of California - Department of Consumer Affairs, California Board of Occupational Therapy
 2. Contractor shall provide a copy of the PT's valid license as a Physical Therapist with the State of California - Department of Consumer Affairs, Physical Therapy Board of California
 3. Contractor shall provide a copy of the current CPR certification and proof of HIPAA training certificate for each OT and PT staffs.
 4. Contractor shall provide a copy of the current medical clearances for each OT and PT staff.
 5. Contractor shall provide proof of local office establishment.

CONTRACT TERM

It is the County's intent to contract with the successful bidder(s) for a term of three (3) years. Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

INSURANCE REQUIREMENTS

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 Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto 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 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.
- E. Molestation: - Sexual abuse/ molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.
- F. Cyber Liability: - Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Additional Requirements Relating to Insurance:

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.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

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 Public Health, Attn: Susan Stasikonis, 1221 Fulton Street, Fresno, CA 93721**, 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 AM. Best, Inc. rating of A FSC VII or better.

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 RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the 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 appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS

NUMBER: 19-059

OCCUPATIONAL AND PHYSICAL THERAPY SERVICES

Issue Date: March 11, 2019

Closing Date: MARCH 28, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Heather Stevens at Phone (559) 600-7110.

BIDDER TO COMPLETE

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

Goodfellow Occupational Therapy, Inc.

COMPANY

John Goodfellow

CONTACT PERSON

2505 W. Shaw Ave., Suite 101

ADDRESS

Fresno

CITY

CA

STATE

93711

ZIP CODE

() 559 - 228-9100 option 2

TELEPHONE NUMBER

john@gftherapy.com

E-MAIL ADDRESS

John Goodfellow, OTD, OTR/L

AUTHORIZED SIGNATURE

Date: 3/26/2019

John Goodfellow, OTD, OTR/L

PRINT NAME

CEO

TITLE

COMPLY/NOT COMPLY

Compliance and understanding of the specification is to be noted by marking "COMPLY" on the line provided to the right of the specification. Non-compliance is to be indicated by marking "NOT COMPLY" on the line. A detailed statement explaining why they fail to meet the stated specification or requirement must accompany all non-compliant items.

Failure to mark this page could result in your statement of qualifications being non-responsive.

BIDDER TO COMPLETE THE FOLLOWING:

**COMPLY/
NOT COMPLY**

- | | |
|---|---------------------------|
| 1. Contractor shall provide State licensed Occupational and/or Physical Therapists with a minimum of three (3) years documented experience; or if less than three (3) years' experience, written approval from the CCS Rehabilitative Therapy Manager and the CCS Division Manager must be requested and obtained prior to placement. | <u>Comply</u> |
| 2. Contractor's OT and PT staff shall be CCS Paneled | <u>Comply / 1 pending</u> |
| 3. Contractor's OT and PT staff shall maintain all licenses, credentials, board regulations, and/or certifications. | <u>Comply</u> |
| 4. Contractor's OT and PT staff shall maintain Cardiopulmonary Resuscitation (CPR) certification. | <u>Comply/ 3 pending</u> |
| 5. Contractor's OT and PT staff shall be HIPAA trained annually. | <u>Comply</u> |
| 6. Contractor's OT and PT staff shall abide by all of County's confidentiality requirements. | <u>Comply</u> |
| 7. Contractor's OT and PT staff shall provide own transportation for off site visits such as home visits and meetings at MTUs. | <u>Comply</u> |
| 8. Contractor's OT and PT staff shall maintain applicable annual medical clearance (i.e. updated required vaccinations, annual Tuberculosis skin test, etc.), as required per OSHA training regulations. See links for additional information: | |
| a. Aerosol Transmissible Diseases - https://www.dir.ca.gov/title8/5199.html | <u>Comply</u> |
| b. Blood Borne Pathogen - https://www.dir.ca.gov/title8/5193.html | <u>Comply</u> |
| 9. Contractor must maintain offices locally (within Fresno County) to ensure OT and PT services can be provided at each of the CCS MTPs within a consistently timely and reliable manner | <u>Comply</u> |
| 10. Contractor must meet County's minimum insurance and indemnification requirements, as provided in this RFSQ. | <u>Comply</u> |
| 11. Contractor must provide and clearly identify service rates per staff position. | <u>Comply</u> |

Item 2 Explanation:

Georgeta Paulino, Joyce Werth, Karen Jhutti have all been paneled.
1 employee Kelsey Puliafico pending. If placed at MTU and less than 1 year of experience on a CCS Unit, the therapist is not able to be paneled until therapist has been 1 year on CCS unit, then therapist may apply to be paneled.

Item 4 Explanation:

Georgeta Paulino, Karen Jhutti, and Kelsey Puliafico attending class April 2019.



MAIN OFFICE:
2505 West Shaw Avenue
Building A
Fresno, CA 93711
T: 559-228-9100
F: 559-432-8055

Statement of Qualifications
Number: 19-059
Occupational and Physical Therapy Services

Bid and Contract Term

Contractor: Goodfellow Occupational Therapy, Inc.
Local Contact Persons: John Goodfellow, OTD, OTR/L Susanna Ortiz, MBA
Chief Executive Officer Chief Operating Officer

Phone Numbers: (559) 228-9100 (559) 228-9100 x 502

Billing Address: Goodfellow Occupational Therapy, Inc.
2505 W. Shaw Ave., Building A
Fresno, CA 93711

Bid Due Date: March 28, 2019

Contract Term: If this bid is accepted by Fresno County, contractor will agree to a term of three (3) years. Agreement may be renewed for a potential of two (2) and (1) year periods, based on the mutual written consent of all parties.

Bid:

Hourly Rate: \$95.00 per hour, per therapist.

Maximum Hours Per Day: 8 hours, per therapist.

Maximum Work Days Per Year: 220 days, per therapist.

Number of Therapist: Up to 5 occupational therapist and / or physical therapist.

Maximum Number of Hours: Not to exceed nine thousand twenty-five (9,025) service hours.

Maximum Proposed Amount per Year: \$836,000.00

Maximum Proposed Amount per 3 Year Period: \$2,508,000.00

Prepared by:

John Goodfellow, OTD, OTR/L
CEO



MAIN OFFICE:
2505 West Shaw Avenue
Building A
Fresno, CA 93711
T: 559-228-9100
F: 559-432-8055

Statement of Qualifications
Number: 19-059
Occupational and Physical Therapy Services

SUBMITTAL

A.1	<p>Firm name, address, and phone number: Goodfellow Occupational Therapy Attn: John Goodfellow 2505 W. Shaw Ave., Suite 101 Fresno, CA 93710 Business Phone: 559-228-9100 Cell Phone: 559-907-7777</p>
A.2	<p>Type of Organization: Corporation</p>
A.3	<p>Firm principals who will be responsible for the project, and their educational backgrounds: CEO: John Goodfellow, OTD, OTR/L; Occupational Therapist Registered / Licensed; Samuel Merritt University; Master of Occupational Therapy; Graduation: December 1997 COO: Susanna Ortiz, MBA; Master of Business Administration; California State University Fresno; Graduation-MBA Graduation: May 2003</p>
A.4	<p>Key personal who will work on the project with their educational background, credentials, training and experience on comparable projects: Occupational Therapists:</p> <p>Joyce Werth, OTR/L; San Jose State University; Bachelor of Science in Occupational Therapy; Graduation Date: May 1989</p> <p>Karen Jhutti, OTR/L; St. Augustine University; Master of Occupational Therapy; Graduation Date: April 2015</p> <p>Georgata Paulino OTR/L; Touro University Nevada; Master of Science Occupational Therapy; Graduation Date: May 2011.</p> <p>Kelsey Puliafico, OTR/L; Touro University Nevada; Master of Science Occupational Therapy; Graduation Date: July 2016</p>

<p>A.5</p>	<p>List of Current staff, including job classification: See items A.3 and A.4 Additional Staff to fulfill contract: Rosie Fernandez: Accounts Administrator; California State University Fresno, Bachelor of Science Public Health; Graduation Date: December 2016. Physical Therapist available upon request of MTU Manager.</p>
<p>A.6</p>	<p>Firm Qualifications: Business License City of Fresno; Tax Account No: 72850 S-Corporation Registered with State of California: Corporate Identification Number: 3973647</p>
<p>A.7</p>	<p>List current projects or commitments of similar services in progress: Fresno County: CCS Fresno Madera County: CCS Madera Merced County: CCS Merced We also provide occupational therapy and speech therapy services to school districts in Fresno, Tulare, Monterey, Santa Clara, and Kern Counties.</p>
<p>A.8</p>	<p>List the name and phone number of at least 3 relevant client references. Belinda Meyer; Fresno County Office of Education; Special Education Program Manager; Phone: 559-265-3048 Rebecca Gilbert; Madera County California Children Services; PT/OT Medical Therapy Unit Supervisor; Phone: 559-662-4815 Karen Schoettler; Merced County California Children Services; Medical Therapy Unit Supervising Therapist; Phone: 559-706-2725</p>

Required Qualifications

<p>B.1</p>	<p>Contractor shall provide copy of the OT’s valid license as an Occupational Therapist with the State of California – Department of Consumer Affairs, California Board of Occupational Therapy. SEE ATTACHED LICENSE VERIFICATIONS</p>
<p>B.2</p>	<p>Contractor shall provide copy of the PT’s valid license as an Occupational Therapist with the State of California – Department of Consumer Affairs, Physical Therapy Board of California. Will provide as Fresno CCS request this position to be filled.</p>

B.3	Contractor shall provide a copy of the current CPR certification and proof of HIPPA training for each OT and PT staffs: SEE ATTACHED CPR and HIPPA
B.4	Contractor will provide a copy of current medical clearances for each OT and PT staffs: TB and Immunization Records are Attached
B.5	Contractor shall provide proof of local office establishment: SEE ATTACHED: Business License with address listed on business license. Articles of Incorporation.

Background Information:

Goodfellow Occupational Therapy has contracted with Fresno County CCS since November 2012, initially providing occupational therapy up to 4 days per month. Starting in June 2015, after a contract was agreed upon, this agency began to provide up to 5 OT / PT professionals based on the need as determined by the CCS Rehabilitative Therapy Manager. Currently, the CCS Rehabilitative Therapy Manager has requested that our agency provide Fresno County CCS with 4 occupational therapists.

At this time, the CCS Rehabilitative Therapy Manager has not requested a physical therapist from our agency. In the past, we have shown the ability to provide Fresno County CCS with a full-time and part-time contract physical therapy positions. If a physical therapist is requested by the CCS Rehabilitative Therapy Manager our agency does have the ability to fulfill this need.

Prepared by,



John Goodfellow, OTD, OTR/L
CEO

Attachments:

1. Fingerprints for CEO and each Employee.
2. Proof of Panel
 - a. Included for Georgeta Paulino
 - b. Included for Karen Jhutti
 - c. Included for John Goodfellow (copy from CCS website_
 - d. Joyce Werth (listed on CCS website)
 - e. Pending for Kelsey Puliafico
3. Certificate of Liability Insurance
 - a. This will be updated to meet terms of contract, if bid is accepted

From PLEASE DO NOT REPLY OR SEND MAIL TO THIS ADDRESS <Appprocessorsystem@doj.ca.gov>

Sent Tuesday, August 4, 2009 9:23 pm

To a13948@smss.doj.ca.gov

Subject APP: FBI - GOODFELLOW, JOHN- CAD0J (.20090804210358_07:592003.)

STATE OF CALIFORNIA
DEPARTMENT OF JUSTICE
Bureau of Criminal Information and Analysis
P.O. Box 903417
Sacramento, CA 94203-4170

DATE: 08/04/2009

CACTGOODFLW OCUPTNL THRPY
2505 W SHAW AVE BLDG A
FRESNO CA 93711

RE: FINGERPRINTS SUBMITTED TO THE FBI

APP ORI: AC877
APP NAME: JOHN E GOODFELLOW
APP TYPE: CONTRACT EMPLOYEE
APP TITLE: OWNER/THERAPIST
APP SERVICE REQUESTED: CA/FBI/
OCA: [REDACTED]
SID: A032063278
DOB: [REDACTED]
SSN: [REDACTED]
CDL: [REDACTED]
ATI: [REDACTED]
OATI:
DATE SUBMITTED: 08/04/2009
SCN #: [REDACTED]

APP ADDRESS: 2854 E.FREMONT AVE FRESNO CA 93710

Based upon a fingerprint search of records contained in the Federal Bureau of Investigation files, there is no out-of-state or federal criminal history information on the above named individual that meets dissemination criteria pursuant to California law.

Electronic Response Code: 13948
E-mail Address: A13948@SMSS.DOJ.CA.GOV

From CADOJ - PLEASE DO NOT REPLY OR SEND MAIL TO THIS ADDRESS <cadoj@doj.ca.gov>

Sent Wednesday, March 25, 2015 5:42 pm

To a13948@smss.doj.ca.gov

Subject APP: FBI - WERTH, JOYCE - CADOJ (.20150325171738_20:467023.)

STATE OF CALIFORNIA
DEPARTMENT OF JUSTICE
Bureau of Criminal Information and Analysis
P.O. Box 903417
Sacramento, CA 94203-4170

DATE: 03/25/2015

CACTGOODFLW OCUPTNL THRPY
2505 W SHAW AVE BLDG A
FRESNO CA 93711

RE: FINGERPRINTS SUBMITTED TO THE FBI

APP ORI: AC877
APP NAME: JOYCE A WERTH
APP TYPE: CONTRACT EMPLOYEE
APP TITLE: THERAPIST/AIDE
APP SERVICE REQUESTED: CA/FBI/
OCA: [REDACTED]
SID: A024161026
DOB: [REDACTED]
SSN: [REDACTED]
CDL: [REDACTED]
ATI: B084WEJ862
OATI:
DATE SUBMITTED: 03/25/2015
SCN #: [REDACTED]

APP ADDRESS: 1476 E STUART AVE FRESNO CA 93710

Based upon a fingerprint search of records contained in the Federal Bureau of Investigation files, there is no out-of-state or federal criminal history information on the above named individual that meets dissemination criteria pursuant to California law.

Electronic Response Code: 13948

E-mail Address: A13948@SMSS.DOJ.CA.GOV



STATE OF CALIFORNIA
BCIA 8018
(orig. 04/2001, rev. 01/2011)

REQUEST FOR LIVE SCAN SERVICE

Print Form

Reset Form

Applicant Submission

AC 877

ORI (Code assigned by DOJ)

Employment

Authorized Applicant Type

Therapist / Aide / Admin

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Goodfellow Occupational Therapy

Agency Authorized to Receive Criminal Record Information

13948

Mail Code (five-digit code assigned by DOJ)

2505 W. Shaw Ave., Bldg. A

Street Address or P.O. Box

Susanna Ortiz

Contact Name (mandatory for all school submissions)

Fresno

City

CA 93711

State ZIP Code

(559) 228-9100

Contact Telephone Number

Applicant Information:

PULIAFICO

Last Name

KELSEY

First Name

J Middle Initial

MS. Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex Male Female

Driver's License Number

5'0"

Height

105 lbs

Weight

Blue

Eye Color

Brown

Hair Color

MA

Place of Birth (State or Country)

Social Security Number

Billing Number 150340

(Agency Billing Number)

Misc. Number

(Other Identification Number)

Home Address 2017 E. Yeargin Drive

Street Address or P.O. Box

Fresno

City

CA

State

93720

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Goodfellow Occupational Therapy

Employer Name

2505 W. Shaw Ave Bldg A

Street Address or P.O. Box

Fresno

City

CA

State

93711

ZIP Code

Mail Code (five digit code assigned by DOJ)

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

LIVE SCAN FRESNO RB2

Transmitting Agency

LSID

Date DEC 30 2017

ATI Number 0364 PUK494

ATI Number

\$20.00

Amount Collected/Billed

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

AC 877
ORI (Code assigned by DOJ)

Employment
Authorized Applicant Type

Therapist / Aide
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Goodfellow Occupational Therapy
Agency Authorized to Receive Criminal Record Information
2505 W. Shaw Ave., Bldg. A
Street Address or P.O. Box
Fresno CA 93711-3334
City State ZIP Code

13948
Mail Code (five-digit code assigned by DOJ)
Susanna Ortiz
Contact Name (mandatory for all school submissions)
(559) 228-9100
Contact Telephone Number

Applicant Information:

Pauline
Last Name
Other Name Pauline
(AKA or Alias) Last
[Redacted]
Date of Birth Sex Male Female
5'10" 130
Height Weight
91/Brazil
Place of Birth (State or Country)
Dark Brown Black
Eye Color Hair Color
[Redacted]
Social Security Number
Home 2505 Celeste Ave
Address Street Address or P.O. Box

Georgeta M
First Name Middle Initial Suffix
Georgeta M A R
First Suffix
[Redacted]
Driver's License Number
Billing 150340
Number (Agency Billing Number)
Misc. Number
(Other Identification Number)
Clavis CA 95611
City State ZIP Code

Your Number: _____
OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number _____

Employer (Additional response for agencies specified by statute):

Employer Name
Street Address or P.O. Box
City State ZIP Code

Mail Code (five digit code assigned by DOJ)
Telephone Number (optional)

Live Scan Transaction Completed By:

MARY SMIDER
Name of Operator
THE UPS STORE Lx3
Transmitting Agency LSID

Aug 1st 2011
Date
G213PAG0169
ATI Number
20-
Amount Collected/Billed



STATE OF CALIFORNIA
BCIA 8018
(orig. 04/2001; rev. 01/2011)

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

AC 877
ORI (Code assigned by DOJ)
Therapist/Aide ^K Occupational Therapist
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Employment
Authorized Applicant Type

Contributing Agency Information:

Goodfellow Occupational Therapy
Agency Authorized to Receive Criminal Record Information
2505 W. Shaw Ave., Bldg. A
Street Address or P.O. Box
Fresno CA 93711
City State ZIP Code

13954
Mail Code (five-digit code assigned by DOJ)
Susanna Ortiz
Contact Name (mandatory for all school submissions)
(559) 228-9100
Contact Telephone Number

Applicant Information:

Jhutti
Last Name
Other Name (AKA or Alias) Last
[Redacted]
Date of Birth Sex Male Female
5'7" 130 lbs Drk Brown Black
Height Weight Eye Color Hair Color
Reddy, CA [Redacted]
Place of Birth (State or Country) Social Security Number
Home Address 1723 Barbara St.
Street Address or P.O. Box

Karen Jhutti
First Name Middle Initial Suffix
[Redacted] Suffix
[Redacted] Suffix
Driver's License Number
Billing Number 150340
(Agency Billing Number)
Misc. Number
(Other Identification Number)
Selma CA 93102
City State ZIP Code

Your Number: _____
OCA Number (Agency Identifying Number)

Level of Service: DOJ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number _____

Employer (Additional response for agencies specified by statute):

Employer Name
Street Address or P.O. Box
City State ZIP Code

Mail Code (five digit code assigned by DOJ)
Telephone Number (optional)

Live Scan Transaction Completed By:
Name of Operator: MIRMAL DESWAL
Transmitting Agency: PAS 53 LSID

Date: 6/19/15
ATI Number: B170JHK164
Amount Collected/Billed: \$ 20

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

California Home | DHCS Home | DHCS Organization Session Timeout in: 00:29 min Monday, March 25, 2019 1:30:18 P.M.

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Current Logged in User : **Georgeta Paulino, OTR (Occupational Therapist)**

Home Page	Referral Tracking	Registration	Eligibility	Program Modules	Coverage	MEDS Inquiry	Reports	Administration	My Web Messages (1)
---------------------------	-----------------------------------	------------------------------	-----------------------------	---------------------------------	--------------------------	------------------------------	-------------------------	--------------------------------	-------------------------------------

(Non PMF Provider) - PAULINO, GEORGETA M

PROVIDER DETAILS			
Provider Name:	PAULINO, GEORGETA M	Provider ID:	CHDP Provider ID:
Provider Type:	OCCUPATIONAL THERAPIST	Email:	County: FRESNO
Phone Number:	(559) 327-1910 Extension:	Application Date:	Last PMF Activity: 08/22/2016
Date Added:	08/22/2016	FEI No:	License Expiration Date: 05/31/2016
SSN:		License Date:	
License No:	OT 12185	Out of State:	Paneled
Reject Reason:			
Group:			
PROVIDER STATUS			
Status:		Effective Date:	
ACTIVE		08/22/2016	
CMS PANELING INFORMATION			
Provider Type	Specialty / Sub-specialty	Effective Date	Termination Date
Occupational Therapist	Occupational Therapy	08/22/2016	
ADDRESS INFORMATION			

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Current Logged In User : **Karen Jhutti (Occupational Therapist)**

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 [Referral Tracking](#) |
 [Registration](#) |
 [Eligibility](#) |
 [Program Modules](#) |
 [Coverage](#) |
 [MDS Inquiry](#) |
 [Reports](#) |
 [Administration](#) |
 [My Web Messages \(1\)](#)

(Non PMF Provider) - JHUTTI, KAREN

PROVIDER DETAILS

Provider Name: JHUTTI, KAREN
Provider Type: OCCUPATIONAL THERAPIST
Phone Number: **Extension:**
Date Added: 08/22/2016
SSN:
License No: OT 15368
Reject Reason:
Group:

Provider ID:
Email:
Application Date:
FEI No:
License Date:

Out of State: **IN STATE**

CHDP Provider ID:

County: FRESNO
Last PMF Activity: 08/22/2016

License Expiration Date: 11/30/2017

Paneled

PROVIDER STATUS

Status **Effective Date**
 ACTIVE 08/22/2016

CMS PANELING INFORMATION

Provider Type	Specialty / Sub-specialty	Effective Date	Termination Date	Panel Status
Occupational Therapist	Occupational Therapy	08/19/2016		Paneled

ADDRESS INFORMATION

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Version : 150 Deployment Date : 02/22/2019

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LastName	FirstName	MiddleNam	ProviderType	Specialty	EffectiveDt	ExpirationD
Go	Tina	A	Occupational Therapist	Occupational Therapy	11/17/2005	
Goodfellow	John	E	Occupational Therapist	Occupational Therapy	05/27/2009	
Goodfellow	Judy		Speech Therapist	Speech Language Pathology	10/22/2002	
Goodrich	Rachelle	C	Occupational Therapist	Occupational Therapy	11/29/2010	
Goodson	Sharon	M	Audiologist	Audiology	12/01/2006	
Gopal	Rekha		Physical Therapist	Physical Therapy	05/01/1995	
Gordon	Christopher	J	Physician	Family Medicine	07/24/2009	
Gordon	La Faune	Y	Psychologist	Psychology	05/01/1998	

- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V – Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g. (6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:
 - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
- 2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

- 1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
- 2. **Section V – Definitions** is amended to add the following paragraph:
 - 23. "Special Event" means any event:
 - a. The purpose of which is to raise funds for you; or
 - b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
 - c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
 - d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

- 4. **Automatic Additional Insured(s)**
 - a. **Additional Insureds – Athletic Activity Participants**
 - (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
 - (a) "Medical expenses" under **Coverage C Medical Payments**.
 - (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - (i) A co-participant, your volunteer worker, or your "employee"; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
 - (i) Your ongoing operations performed for such Additional Insured; or
 - (ii) Such Additional Insured's financial control of you; or
 - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (iv) A permit issued to you by a state or political subdivision.
- (b) Coverage does not apply to any "occurrence" or offense:
 - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

- (ii) Which takes place after you cease to be a tenant in that premises.
- (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- d. Additional Insured – Manager or Lessor of Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract";
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
 - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. **Additional Insured – Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
- (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment, or
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.

- (c) "Property damage" to property:
- (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

- (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
- (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V – Definitions:**

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages,

restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III – Limits Of Insurance is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
- a.** You;
 - b.** Your "executive officers," directors, "employees," and
 - c.** Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Required Qualifications

Attachments for:

B.1

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 2598

NAME: GOODFELLOW, JOHN EDWARD
LICENSE TYPE: OCCUPATIONAL THERAPIST
PRIMARY STATUS: CURRENT
ADDRESS NOT DISCLOSED

ISSUANCE DATE

OCTOBER 8, 2002

EXPIRATION DATE

NOVEMBER 30, 2020

CURRENT DATE / TIME

MARCH 25, 2019
3:01:41 PM

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 4583

NAME: WERTH, JOYCE WILHELM
LICENSE TYPE: OCCUPATIONAL THERAPIST
PRIMARY STATUS: CURRENT
ADDRESS NOT DISCLOSED

ISSUANCE DATE

DECEMBER 13, 2002

EXPIRATION DATE

FEBRUARY 28, 2021

CURRENT DATE / TIME

MARCH 25, 2019
3:01:08 PM

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 15368

NAME: JHUTTI, KAREN KAUR

LICENSE TYPE: OCCUPATIONAL THERAPIST

PRIMARY STATUS: CURRENT

ADDRESS NOT DISCLOSED

ISSUANCE DATE

JUNE 23, 2015

EXPIRATION DATE

NOVEMBER 30, 2019

CURRENT DATE / TIME

MARCH 25, 2019

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 16960

NAME: PULIAFICO, KELSEY JANE
LICENSE TYPE: OCCUPATIONAL THERAPIST
PRIMARY STATUS: CURRENT
PREVIOUS NAMES: PUALIFICO, KELSEY JANE
ADDRESS NOT DISCLOSED

ISSUANCE DATE

DECEMBER 10, 2016

EXPIRATION DATE

APRIL 30, 2019

CURRENT DATE / TIME

MARCH 25, 2019
3:00:15 PM

BOARD OF OCCUPATIONAL THERAPY

LICENSING DETAILS FOR: 12185

NAME: PAULINO, GEORGETA M
LICENSE TYPE: OCCUPATIONAL THERAPIST
PRIMARY STATUS: CURRENT
ADDRESS NOT DISCLOSED

ISSUANCE DATE

SEPTEMBER 26, 2011

EXPIRATION DATE

MAY 31, 2020

CURRENT DATE / TIME

MARCH 25, 2019
2:59:08 PM

Required Qualifications

Attachments for:

B.3

BASIC LIFE SUPPORT

**BLS
Provider**



John Goodfellow

The above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

08/04/2017

Issue Date

08/2019

Recommended Renewal Date

PEEL
HERE

BASIC LIFE SUPPORT

Training Center Name **NIHE** www.nationalhearted.com TC ID # **CA 20297**

TC Info **Fairfield, CA 94534** **800-773-8895**

Course Location **Heartlink** **HeartlinkCPR.net** **559-779-0174**

Instructor Name **Richard Haahr** Inst. ID # **02112276719**

Holder's Signature

© 2015 American Heart Association Tampering with this card will alter its appearance. 15-1805

This card contains unique security features to protect against forgery.

Joyce Werth
CPR taken:
11-06-2018
through
Heart Link.

BASIC LIFE SUPPORT

**BLS
Provider**



American
Heart
Association

Joyce Werth

The above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date Recommended Renewal Date
1/6/2018 01/2020

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.



Training Center Name Superior Life Support Inc.
Training Center ID CA20619
TC Address 25128 Avenue Tibbitts, STE 150
 Valencia CA 91355 USA
TC Phone (661) 607-0344 x_____
Instructor Name Kathy Haahr
Instructor ID 02160438711

Certificate of Completion

**HIPAA Privacy & Security Training
for Covered Entities**

GOODFELLOW OCCUPATIONAL THERAPY
hereby presents

John Goodfellow

With this Certificate, in recognition of successful completion of this program.

Awarded this date: August 13, 2018


Training Manager or Supervisor



Certificate of Completion

HIPAA Privacy & Security Training
for Covered Entities

GOODFELLOW OCCUPATIONAL THERAPY

hereby presents

Kelsey Puliafico

With this Certificate, in recognition of successful completion of this program.

Awarded this date: September 27, 2018

Margaret Steale
Training Manager or Supervisor



Certificate of Completion

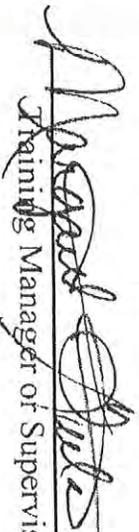
HIPAA Privacy & Security Training
for Covered Entities

GOODFELLOW OCCUPATIONAL THERAPY
hereby presents

Joyce Werth

With this Certificate, in recognition of successful completion of this program.

Awarded this date: September 27, 2018


Training Manager of Supervisor



Certificate of Completion

**HIPAA Privacy & Security Training
for Covered Entities**

GOODFELLOW OCCUPATIONAL THERAPY

hereby presents

Georgeta Paulino

With this Certificate, in recognition of successful completion of this program.

Awarded this date: September 27, 2018


Margaret Smith
Training Manager or Supervisor



Certificate of Completion

HIPAA Privacy & Security Training
for Covered Entities

GOODFELLOW OCCUPATIONAL THERAPY

hereby presents

Karen Jhutti

With this Certificate, in recognition of successful completion of this program.

Awarded this date: September 27, 2018


Margaret Stebbins
Training Manager of Supervisor



Required Qualifications

Attachments for:

B.4

INTISAB SULTAN, MD, INC.
INTISAB SULTAN, MD.
LIC #: A76962 • DEA #: BS7269803

2256 DOCKERY AVE, STE # A
SELMA, CA 93662-3874
Tel: 559-891-0100 • Fax: 559-891-9000

IN MEMORIAM OF THE DEPARTMENT OF HEALTH SERVICES, CALIFORNIA BOARD OF PHARMACY, NOTICE: THIS IS A PRESCRIPTION FOR CONTROLLED SUBSTANCES. IT IS SUBJECT TO THE PROVISIONS OF THE CONTROLLED SUBSTANCES ACT AND THE CONTROLLED SUBSTANCES REGULATIONS. IT IS VOID IF THE NUMBER OF DRUGS PRESCRIBED IS NOT NOTED.

Name. [Redacted] Date 05/16/15

Address [Redacted] Quantity: 1-24 25-50 51-74

1) 75-100 101-150 151 and over
Units _____ Refills _____ 0-1-2-3-4-5
 Do not substitute

2) Quantity: 1-24 25-50 51-74
 75-100 101-150 151 and over
Units _____ Refills _____ 0-1-2-3-4-5
 Do not substitute

3) Quantity: 1-24 25-50 51-74
 75-100 101-150 151 and over
Units _____ Refills _____ 0-1-2-3-4-5
 Do not substitute

Prescription is VOID if the number of drugs prescribed is not noted 1 2 3

X [Signature] MD.

SCRIPT# 1225

Order # 1280452-1

VERIFICATION BOX: HOLD BETWEEN THUMB AND FOREFINGER OR BREATHE INTO COLOR WHEELS (REAR VIEW MIRROR) UNTIL CLEAR

SP-100
Rx 2 CA 0001 V
FlixRx.com 800-307-7717 FdxRx.com



UNIVERSITY OF ST. AUGUSTINE

FOR HEALTH SCIENCES

DEPARTMENT OF CLINICAL EDUCATION CONFIDENTIAL STUDENT MEDICAL RECORD FORM

Declaration: This is a confidential medical form consisting of two parts: Part A (Physical Examination) and Part B (Statement of Good Health). Please have your physician **transcribe ALL ITEMS ON THIS FORM, with vaccination records**, then complete and sign this form **within 15 days before or after Orientation**. It is mandatory that the Clinical Education office maintains a copy of these records in your file, and thus must be provided by the student upon request. Clinical Education will only accept **COPIES** of this form **that has been transcribed by your physician**.

PART B – STATEMENT OF GOOD HEALTH

Patient Name: _____
Birth Date: _____
Medical Insurance Carrier: Caliva - Medical

VACCINATIONS:

(a) **Hepatitis B** (completed series and positive HbsAb (Antibody to Hepatitis B surface antigen) laboratory blood test or student can sign decline waiver after discussion with doctor of the risks of HepB) *Decline Waiver requires a negative HbsAg (Hepatitis B surface antigen) blood test.

- Received 1st injection
- Received 2nd injection
- Received 3rd injection
- Titer (To be completed following the series)

Date

Result

(b) **MMR (Measles Mumps Rubella)**

- Documentation of 2 immunizations after one year of age
- Or immunity established by laboratory blood test
- Or born before 1957

4-19-13

(c) **Two-Step PPD Mantoux Annual**

1st Step
2nd Step

08/26/14

OR

- Chest X-Ray one time for positive PPD (or under MD orders)
- Note: x-ray report valid for 2-years

OR

- Quantiferon TB Test

(d) **Tdap:** (within 10 years)

01/25/11

4-19-13

(e) **Varicella Titer**

I find the above named patient to be in good health and free of communicable disease(s).

I find the above named patient to be in good health and free of communicable disease(s).

Intisab Sultan
Facility Name

Intisab Sultan M.D.
Physician (Licensed MD, DO, NP or PA) Name (Please Print)

(559) 891-0100
Facility's Phone Number

Sultan
Physician (Licensed MD, DO, NP or PA) Signature

H55761
UPIN#

08/28/14
Date Signed

The Permanente Medical Group, Inc.

ADULT MEDICINE
2071 East Herndon
Clovis CA 93611-6101
Dept: 559-448-4555
Main: 559-324-5100

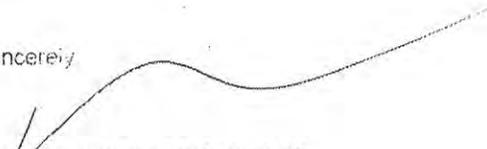
November 23, 2018

[REDACTED]
Clovis CA 93611-6277

Dear **[REDACTED]**,

[REDACTED]

Sincerely,


PATRICK YUN KEE C KAN MD

Resisted 01/23/18
XR CHEST

Narrative
AP, L, R, ST

**** HISTORY ****
44-year-old woman, positive PPD.

**** PHYSICIAN ****
Technique: Portable AP view of the chest.

The heart and mediastinal silhouette are within normal limits. No focal consolidation, pleural effusion or pneumothorax are identified. The bony thorax is grossly intact.

Impression
1. No acute cardiopulmonary disease.

The Permanente Medical Group, Inc.

OBSTETRICS AND GYNECOLOGY

2071 East Herndon
Clovis CA 93611-6101
Dept: 559-448-4555
Main: 559-324-5100

VISIT VERIFICATION

Date: November 22, 2013



SIGNATURE AND TITLE

AMANDA DEVINE REEVE MD

A handwritten signature in cursive script, appearing to read 'A. Devine'.

I hereby authorize the Kaiser Permanente Medical Care Program to verify to my employer/school, upon request, the information contained on this form.

SIGNATURE OF PATIENT OR RESPONSIBLE PERSON

RELATIONSHIP TO PATIENT

The Permanente Medical Group, Inc.

ADULT MEDICINE
2071 East Herndon
Clovis CA 93611-6101
Dept: 559-448-4555
Main: 559-324-5100

November 26, 2013

████████████████████
████████████████████
████████████████████
████████████████████

To Whom It May Concern,

████████████████████ had a chest x-ray done for TB clearance. TB evaluation

** FINDINGS **:

Comparison: 08/11/2011

Technique: PA view of the chest was obtained.

Heart size is normal with no increased vascularity or mediastinal

widening. No focal infiltrate, effusion or discrete lung nodule.

Osseous structures are unremarkable.

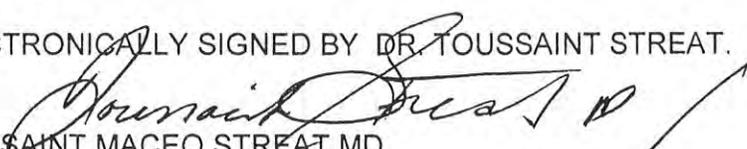
** IMPRESSION **:

No radiographic evidence of an acute infectious process.

The chest x-ray is negative.

Sincerely,

ELECTRONICALLY SIGNED BY DR. TOUSSAINT STREAT.


TOUSSAINT MACEO STREAT MD



Tuberculosis Screening

Name: [redacted] Date: 4-4-17

Position: OT Department: IPCS

This is to certify by the undersigned employee:

CP

I am consenting to tuberculin skin test using Tuberculin Purified Protein Derivatives (PPD) 0.1 ml. intradermal.

CP

I have not had a live virus vaccine such as MMR, Polio, or influenza or had a viral infection (illness with a high fever) in the past 4 - 5 weeks.

CP

I am not receiving corticosteroids or immunosuppressive agent.

CP

I have never had a positive skin test.

CP

I am not pregnant nor a nursing mother at this time.

CP

I have never received BCG/not a contraindication.

Signature: [redacted]

If the results were positive, the follow-up chest x-ray was done on: _____

SOL.# [redacted] EXP. 01/18

PPD Tuberculin skin test was administered on the (L) arm on 4/4/17 @ 12:52

by: [signature] Employee Health Nurse

Test was read on: 4/7/17 12:05 by Natalia Datsko, R.N.

RESULTS: Negative [checked] less than 4mm
Doubtful _____ induration 5 - 9 mm or erythema
Positive _____ greater than 10mm - (retesting may be indicated)
induration of 10mm or more

FOLLOW UP _____

*Morbidity report to be filed on new TB converters only.

Touro University Nevada Occupational Therapy

Immunizations and Certifications Individual Status Report

Immunizations and Certifications Individual Status

Name:

Immun or Cert Type:

Status:

Event Date:

Key: Met Pending Not Met
Expiration Date:

PPD Annual Quantiferon

3/15/2016 3/15/2017

Met

MMR #1

7/30/1992

Met

MMR Titer

5/6/2014

Met

Hepatitis A #1

1/6/2010

Met

Hepatitis A #2

6/1/2010

Met

Hep B 1

10/9/2002

Met

Hep B 2

11/20/2002

Met

Hep B 3

4/9/2003

Met

Hep B Titer*

5/6/2014

Met

Hepatitis B Surface Antigen

5/6/2014

Met

Varicella Titer*

5/6/2014

Met

Tdap

5/2/2014 5/2/2024

Met

Polio Series Completed

1/28/1993

Met

Physical Exam

4/8/2015

Met

Influenza Vaccine

10/14/2015 11/1/2016

Met

Drug Screening

7/17/2015

Met

[Redacted]

DUB

[Redacted]

PPD (POCT)

Results
Normal

Status: Final result (Collected: 11/12/2018 08:00)

Component Results

Component	Collected	Lab
PPD Neg	11/12/2018 08:00	Unknown

Encounter

[View Encounter](#)

Additional Information

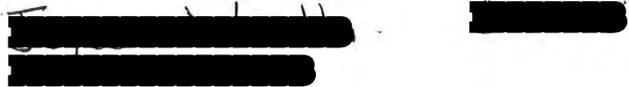
Specimen Date Taken	Specimen Time Taken	Specimen Received Date	Specimen Received Time	Result Date	Result Time
Nov 12, 2018	0800			Nov 14, 2018	0812

View SmartLink Info

POCT PPD PNA (Order #205223117) on 11/14/18

Order Report

[Order Details](#)



Name	Sex	Birthdate		
VACCINE vacuna	DATE GIVEN fecha de vacunación	DOCTOR OFFICE OR CLINIC médico a clínica	DATE NEXT DOSE DUE próxima vacuna	
POLIO	1			
	2			
	3			
	4			
	5			
DTP Td DT Diphtheria Tetanus Pertussis (Whooping Cough) difteria tétano y tos ferina	1 MAR 22 1994	<input type="checkbox"/> DTP <input checked="" type="checkbox"/> Td <input type="checkbox"/> DT		FRESNO COUNTY HEALTH SERVICES AGENCY
	2 5/13/06	<input type="checkbox"/> DTP <input type="checkbox"/> Td <input checked="" type="checkbox"/> DT		Dr Hill
	3	<input type="checkbox"/> DTP <input type="checkbox"/> Td <input type="checkbox"/> DT		
	4	<input type="checkbox"/> DTP <input type="checkbox"/> Td <input type="checkbox"/> DT		
	5	<input type="checkbox"/> DTP <input type="checkbox"/> Td <input type="checkbox"/> DT		
MMR Measles, Mumps, Rubella sarampión, paperas, sarampión alemán	HepA#1	5/18/06		Dr. Mary Hill
	HepA#2	11/17/06		Dr. Mary Hill
Hib Meningitis				

Required Qualifications

Attachments for:

B.5

CITY OF FRESNO BUSINESS TAX CERTIFICATE

EXPIRES: 03/31/2019

Business Name: GOODFELLOW OCCUPATIONAL THERAPY SERVICES Location: 2505 W SHAW AVE # A
Contact/Owner: Tax Account No.: 72850

This tax certificate may be accepted as valid up to thirty (30) days after the expiration date above if appropriate tax returns have been filed and business tax paid before the due date. This tax certificate must be available for inspection by any authorized City of Fresno employee. Businesses that do not maintain a fixed location, or are located out of the city, should carry this Tax Certificate while conducting business within the City. This certifies that the noted business has a Business Tax Certificate with the City of Fresno. It does not entitle the holder to carry on business activities in a manner inconsistent with any applicable provision to the Fresno Municipal Code.

GOODFELLOW OCCUPATIONAL THERAPY SERVICES
2505 W SHAW AVE # A
FRESNO, CA 93711-3334

Michael Lima
Michael Lima
City Controller

3973647

ARTICLES OF INCORPORATION
OF
GOODFELLOW OCCUPATIONAL THERAPY, INC.

DOM
FILED
Secretary of State
State of California

JAN 01 2017 *cl*

1cc

I. NAME

The name of the corporation is GOODFELLOW OCCUPATIONAL THERAPY,
INC.

II. PURPOSE

The purpose of the corporation is to engage in the profession of occupational therapy and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations.

III. AGENT FOR SERVICE OF PROCESS

The name and address in this state of the corporation's initial agent for service of process are:

John E. Goodfellow
2505 West Shaw Avenue, Building A
Fresno, California 93711

IV. CORPORATE ADDRESSES

The initial street and mailing address of the corporation is: 2505 West Shaw Avenue, Building A, Fresno, California 93711.

V. STOCK

The corporation is authorized to issue only one (1) class of shares, which shall be designated "common shares," having a total number of five hundred thousand (500,000) shares.

VI. NO PREFERENCES, PRIVILEGES, RESTRICTIONS

No distinction shall exist between the shares of the corporation or the holders thereof.

VII. LIMITATION ON DIRECTOR LIABILITY

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VIII. INDEMNIFICATION OF AGENTS

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

IX. PROFESSIONAL CORPORATION

This corporation is a professional corporation within the meaning of Part 4 of Division 3 of Title 1 of the California Corporations Code.

X. FILING DATE

The undersigned hereby requests that these Articles of Incorporation be filed January 1, 2017.

EXECUTION

IN WITNESS WHEREOF, the undersigned, who is the incorporator of this corporation, has executed these Articles of Incorporation on December 6, 2016.

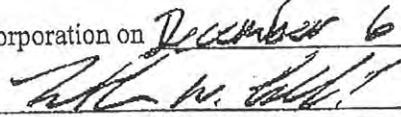

NATHAN W. POWELL, Incorporator

EXHIBIT D

OT AND/OR PT CONTRACTOR STAFFING ASSIGNMENT PROCESS

COMMENCEMENT OF SERVICE ASSIGNMENT

1. At least two (2) work weeks or ten (10) working days prior to the effectivity of Master Agreement, CCS-MTP Rehabilitative Therapy Manager (RTM) or designee will notify Contractors of the number of OT and/or PT staff needed by the program at a specified start date of service.
2. Contractors will be given five (5) working days to submit a list of available licensed OT and/or PT for the RTM or designee's evaluation. The qualification of OT and/or PT staff is based on the list of compliance requirements identified in the RFSQ No. 19-059.
3. In order to prevent disruption of Medical Therapy service to CCS enrolled clients, selection criteria of qualified OT and/or PT staff from Contractors shall be based on:
 - a. Availability of qualified staff at the required date of service
 - b. Price, if all Contractors have available and equally qualified staff
4. After selection, RTM or designee will notify the Contractor who best meets all the County's requirements. Notification shall include the names of selected Therapy staff, Start Date of Service and Medical Therapy Unit (MTU) location assignment.
5. Upon receipt of County's notification of Therapy staff selection, Contractor shall provide a confirmation of assignment within 24 business hours. Non confirmation will allow the County's RTM to select the next qualified and available Contractor.
6. After a qualified Therapy staff is confirmed acceptable and available, RTM will send a notification to all Contractors stating the required Therapy staff service requirement has been fulfilled.

DISCONTINUATION OR TERMINATION OF SERVICE ASSIGNMENT

1. Contractor shall provide at least two (2) work week notification to the County through CCS-MTP's RTM or designee, stating the discontinuation of Contractor's Therapy staff (s).
2. County shall follow the review and selection process as per the Commencement of Service Assignment section above, items no. 2 through 6.
3. In the event, Contractor provided less than two (2) work week notification of discontinuation of Therapy service(s), County's time to process the evaluation and selection of replacement Therapy services shall be reduced accordingly.

EXHIBIT E
SERVICE RATES

CONTRACTOR

SERVICE RATE

Cell Staff, Inc.

OT: \$90.00/Hr

PT: \$90.00/Hr

Goodfellow Occupational
Therapy, Inc.

OT: \$95.00/Hr

PT: \$95.00/Hr

NOTES:

OT: Occupational Therapist

PT: Physical Therapist

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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