REQUEST FOR PROPOSALS (RFP)
Recovery Coach/Case Manager

RFP-HHS-2019-15

DATE ISSUED:February 26, 2020
DEADLINE FOR SUBMISSIONS:March 23, 2020 (3:00pm)

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military of veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.
I. Background

The County of Marin Department of Health and Human Services, Division of Behavioral Health and Recovery Services (BHRS) is seeking applicants for the following:

1) One (1) full-time applicant to serve Marin County Medi-Cal and low-income uninsured beneficiaries with substance use disorders and co-occurring substance use and mental health disorders as a Recovery Coach or Case Manager. This position will be responsible for providing services system-wide, including coordinating with the BRHS Access Team.

2) One (1) full-time applicant to serve Marin County Medi-Cal and low-income uninsured beneficiaries with co-occurring substance use and mental health disorders as a Recovery Coach. This position will be responsible for serving four BHRS sites, including the Crisis Stabilization Unit, Crisis Residential Program, and BHRS outpatient behavioral health clinics located at the Bon Air (Greenbrae) and Kerner (San Rafael) campuses. [Medication Assisted Treatment Access Grant]

Below is an overview of the two project opportunities:

<table>
<thead>
<tr>
<th>Project #1</th>
<th>Project #2</th>
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</thead>
<tbody>
<tr>
<td><strong>Position/Title</strong></td>
<td>Recovery Coach or Case Manager</td>
</tr>
<tr>
<td><strong>Number of FTE</strong></td>
<td>1.0 FTE</td>
</tr>
<tr>
<td><strong>Eligible Applicant</strong></td>
<td>Individual</td>
</tr>
<tr>
<td><strong>Required Certification</strong></td>
<td>Recovery Coach: Registered or Certified Substance Use Counselor</td>
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<td></td>
<td>Case Manager: Certification not required</td>
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<tr>
<td><strong>Target Location/Population</strong></td>
<td>BHRS-wide (Marin Medi-Cal and Low Income Uninsured)</td>
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<tr>
<td><strong>Grant/Source of Funding</strong>*</td>
<td>Drug/Medi-Cal Organized Delivery System</td>
</tr>
<tr>
<td><strong>Project Term</strong></td>
<td>Upon Award – June 30, 2023</td>
</tr>
<tr>
<td><strong>Project Term</strong></td>
<td>Upon Award – August 31, 2020 [Grant Funding]</td>
</tr>
</tbody>
</table>

*Refer to Attachment A for an overview of the various grant programs supporting these positions.

II. Recovery Coach/Case Manager Scope of Work

The purpose of the Recovery Coach/Case Manager is to:

- Help individuals gain access to needed resources, services, or supports that will help them achieve recovery from their substance use disorder and other co-occurring issues;
- Identify, evaluate, inventory and collaborate with public and private community agencies to assist clients with referrals and linkages to these services;
• Work in collaboration with system partners as needed to report on progress, participate in making decisions pertinent to the terms of conditions of probation, and coordinate care.
• Ensure that clients are supported through the criminal justice (as applicable) and therapeutic processes in order to:
  o Increase the likelihood of retention in co-occurring treatment and long-term success;
  o Collect on an ongoing basis information on client and system-level outcomes;
  o Ensure that clients are referred and provided a “warm hand off” to ancillary and recovery support services in order to provide an integrated, coordinated and comprehensive treatment experience.

The distinction between the Case Manager and Recovery Coach roles are as follows:

• The Recovery Coach position requires alcohol and drug counselor registration/certification, performs clinical duties, and is expected to adhere to specific documentation requirements and receives clinical supervision.
• The Case Manager position does not require alcohol and drug counselor registration/certification and can only perform non-clinical duties. They will also be expected to adhere to specific documentation requirements.

A summary of the key duties are outlined below:

Case Management: Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and other federal and California law. The components of case management include:
  • Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
  • Transition to a higher or lower level of SUD care;
  • Development and periodic revision of a client plan that includes service activities;
  • Communication, coordination, referral, and related activities;
  • Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
  • Monitoring the beneficiary’s progress; and
  • Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

Recovery Services: Medically necessary recovery services are provided after completing a course of treatment and may be provided face-to-face or by telephone with the beneficiary and may be provided anywhere in the community. The components of Recovery Services are:
  • Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
  • Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
  • Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
  • Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
  • Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
• Support Groups: Linkages to self-help and support, spiritual and faith-based support; and
• Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

III. Eligible Bidders

Projects #1 and #2
An individual legally entitled to do business in the State of California and at least two years of demonstrated experience in performing the activities outlined in the “Background and Scope of Work” sections of the RFP and able to comply with the “Requirements and Expectations for Contractors”.

Applicants for the Recovery Coach role(s) shall also be a Licensed Practitioner of the Healing Arts (LPHA) providing services within their scope of practice – OR—registered or certified Alcohol and Drug Counselor in good standing from a DHCS-accredited certifying body and must adhere to all requirements in the CCR, Title 9, Chapter 8.

Applicants for the Case Manager role are not required to possess any specific licensure, registration or certification.

III. Available Funds and Rates

Projects #1 and #2
BHRS has a standardized rate schedule for Recovery Coaches/Case Managers as outlined below. Note that the hourly rate is all-inclusive, including travel, cell phone, supplies, equipment and any indirect costs. A 1.0 FTE is equivalent to 2,080 hours.

<table>
<thead>
<tr>
<th>Year</th>
<th>Case Manager (Not Registered/Certified)</th>
<th>Recovery Coach (AOD Registered)</th>
<th>Recovery Coach (AOD Certified)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$35.00/hour</td>
<td>$40.00/hour</td>
<td>$48.00/hour</td>
</tr>
</tbody>
</table>

• Annual rate increases will follow cost of living adjustment guidelines utilized by the County.
• Bilingual differential – if the contracted service requires bilingual skills in a specific second language on a regular basis during the course of the contractor’s workday, there is a 5% differential.

For all projects, annual renewals are dependent upon the demonstration of progress in achieving measurable results to the County’s satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding. The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.
### IV. Requirements and Expectations for Grantees

#### A. Summary of Contract Terms, Conditions and Requirements

All applicants responding to this RFP will be required to comply with any and all Federal, State and local laws and regulations: including, but not limited to the County of Marin Nuclear Free Zone; Living Wage Ordinance; Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data; Title 42 of the Code of Federal Regulations; the Federal Health Insurance Portability and Accountability Act (HIPAA); Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; all applicable labor laws including prevailing wage rates; and the terms and conditions of the County of Marin’s Standard Professional Services Contract (as well as all future changes or amendments to each of the preceding). The County’s Standard Professional Services Contract, attached hereto as Attachment C, contains specific provisions including, but not limited to, nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting a Proposal, the applicant agrees to be bound by all terms and conditions of the County’s Standard Professional Services, attached hereto as Attachment C, and execute the same, if selected.

#### B. Insurance

The County requires that all contractors carry $1,000,000 in liability insurance ($2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements includes automobile insurance and is described in the County of Marin’s Standard Professional Services Contract, attached hereto as Attachment B. **It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.**

#### C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice to the Marin County Department of Health and Human Services for services performed to County's satisfaction. Specific instructions on how to submit claims and appropriate access will be provided to grantees upon award of a contract. Services will be reimbursed according to a fee for service model for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the annual allocation will not be reimbursed.

2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-Osha, FED-Osha, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.

4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.

5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.

6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
   a. Conflict of interest policy for staff and governing boards.
   b. Grievance procedure for customers and clients.
   c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
   d. Complies with the 1990 ADA.

7. Applicants must have proven fiscal capacity including capacity for fund accounting.

8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.

9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.

10. Applicants must be eligible to receive Federal funds.

11. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.

12. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person’s eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

13. Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Title 42 of the Code of Federal Regulations,
Title 9, California Administrative Code, hereinafter referred to as “Code”, as well as all future changes or amendments to each of the preceding, and the State of California, Department of Health Care Services, Cost Reporting/Data Collection System.

14. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.

15. Cultural Competency: All program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

Applicants who do not meet these minimum requirements may be deemed non-responsive and may not receive further consideration. Any application that is rejected as non-responsive will not be evaluated and no score will be assigned.

D. Tentative Time Schedule

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant-related deadlines below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised</td>
<td>February 26, 2020</td>
</tr>
<tr>
<td>RFP Released to Prospective Applicants</td>
<td>February 26, 2020</td>
</tr>
<tr>
<td>Question/Answer Period Opens</td>
<td>February 26, 2020</td>
</tr>
<tr>
<td>Question/Answer Period Closes</td>
<td>March 13, 2020 (3:00pm)</td>
</tr>
<tr>
<td>RFP Answers Posted</td>
<td>By March 16, 2020</td>
</tr>
<tr>
<td>RFP Due</td>
<td>March 23, 2020 (3:00pm)</td>
</tr>
<tr>
<td>Applicant Review &amp; Interviews (if applicable)</td>
<td>March/April 2020</td>
</tr>
<tr>
<td>Posting of Notice of Intent to Award</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract Start Date*</td>
<td>May/June 2020</td>
</tr>
</tbody>
</table>

*Contract start date is contingent upon the approval of the Board of Supervisors and is subject to change.

IV. Application Instructions

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

A. Cover Page (1 Page Limit – See Attachment B)

Complete and sign the attached Cover Letter of Interest (Attachment B) to the County of Marin for the provision of Recovery Coach/Case Manager Services. Include (1) Legal Name of
Individual Submitting Letter of Interest, (2) Address, (3) Telephone Number, (4) Email Address, (5) License/Certification Number and Expiration Date, and (6) Specific Project(s) applying for under this RFP. Note that in completing and signing this form, the applicant is submitting agreement to the following: “The costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.”

B. Applicant Capability (Four Page Limit)

Projects #1 and #2 (Individual Applicants)

I. Describe your experience performing recovery coaching and care management duties for persons who have multiple and co-occurring conditions (e.g. substance use, mental health, trauma, primary care and other related issues), including but not limited to: linking clients with recovery support services, following-up with clients at set intervals to assess progress and re-engage them if necessary, and tracking clients through multiple service systems to facilitate coordinated and integrated service delivery. In your response, be sure to include the duration of experience, populations served, and evidence-based practices used.

II. Describe your knowledge of and experience in collaborating with community-based service partners, including making or receiving referrals from community-based service partners or organizations, such as Health and Human Services’ Divisions, criminal justice systems and other relevant agencies and organizations. In your response, include the duration of said experience and specific examples of working relationships that you will bring to the project target populations identified in the RFP.

III. This independent contractor position requires documenting in an electronic health record for the majority of client charting. Describe your experience and level of expertise, if any, with documentation standards and charting in an electronic health record.

IV. This independent contractor position requires the applicant to be available, as needed, during some weekend and evening hours. While some of this availability need only be by telephone, there are occasions when the applicant will need to meet with clients in person to adequately address the needs of the clientele. Please discuss your availability or restrictions to availability in meeting this requirement.

VI. Application Submission Requirements

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within
one or more PRA exemptions; that applicants must mark said proprietary information as “CONFIDENTIAL AND PROPRIETARY” and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County’s deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County’s deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorneys fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.

5. After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released, until an award becomes final.

6. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.

7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.

8. In an effort to reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.

9. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.

10. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services (“HHS”) or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

11. An application may be immediately rejected and disqualified for any of the following reasons:
   a. The application is not received at the time and place specified in the RFP;
   b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
   c. Evidence indicates that the applicant, applicant’s staff or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County BRHS staff or members of the selection review committee.

B. Submission Deadline and Format

Proposals must be received at the following location or by e-mail at the following e-mail address by 3:00pm on March 23, 2020. No verbal proposals will be considered. Submit applications to:

| Hard Copy Application Submission Address (One Original and Three Copies): |
| Catherine Condon, County Alcohol & Drug Administrator |

RFP-HHS-2019-15
BHRS – Recovery Coach/Case Manager
Marin County Department of Health and Human Services  
Behavioral Health and Recovery Services  
10 North San Pedro Road, Suite 1015, San Rafael, CA 94903

Electronic Copy Application Submission E-Mail Address (One Original):  
CNisbet@marincounty.org

1. Proposals may not be faxed. Proposals must be received by the date and time recited above. Post marks or delivery service marks will not be accepted and it is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections, received after the deadline specified will not be considered, except if such modifications or corrections were at the County’s request.

2. Only Applications submitted in the format described within this RFP will be considered. Applications must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with 1” margins and pages numbered consecutively. Designer or hard covers are not permitted and will be removed from Applications prior to their being shared with the review committee. Hard copy Applications shall be fastened in the top left-hand corner with a metal staple, clasp, or other type of fastener. Electronic submissions shall be in .pdf format.

3. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.

4. The County may in its discretion accept or reject in whole or in part any or all Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County’s waiver of an immaterial defect shall in no way modify the Application requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

C. Contact between Applicant and County

1. **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.

2. **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County’s website and contain a contact name and address. The final date and time to submit questions in writing is **3:00pm on March 13, 2020.** All questions and responses will be available on the County’s website on or before **March 16, 2020.** No telephone consultation will be provided. **Questions must be submitted via the County website at** [https://www.marinhhs.org/requests-proposals-or-statements-interest-rfp](https://www.marinhhs.org/requests-proposals-or-statements-interest-rfp)
VI. Application Review and Selection Process

A. Application Review and Selection

Staff from BHRS will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in mental health services, alcohol and other drug program services, representatives from other county departments, representatives from local advisory boards, and/or any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract. The committee will make an award recommendation to the BHRS Division Director, who will make the final recommendation to the Marin County Board of Supervisors.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Applications. The County may also request additional information necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee.

B. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County’s Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. No other provisions of the County's Standard Professional Services Contract will be negotiated. Refer to Attachment C for a copy of the County’s Standard Professional Services Contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by BHRS, as well as to provide any additional data needed to satisfy other County, state or federal reporting requirements.
For the duration of the contract period, annual contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County’s satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

C. Appeal
Should an applicant not accept the decision in the Notice of Intent to Award, the following appeal process may be exercised.

The appellant applicant must file a Notice of Intent to Appeal with the County Office that issued the RFP. Certified or registered mail must be used to file the Notice of Intent to Appeal. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than ten working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

Catherine Condon, County Alcohol & Drug Administrator
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
20 North San Pedro Road, Suite 2021, San Rafael, CA 94903

The Notice of Intent to appeal must include a full and complete written statement specifying the grounds for the appeal. Areas subject to appeal are: appeal from disqualification; appeal from rejection notice; appeal from award to another applicant; or appeal challenging the validity of the process. The appeal should identify the appealing party, be in writing, refer to the specific RFP sections and pertinent documents, and state the relief requested.

The notice will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The decision of the Department Director or designee shall be final.
ATTACHMENT A

Project #1: Drug/Medi-Cal Organized Delivery System
In August 2015, the Department of Health Care Services (DHCS) received approval from the Centers for Medicare and Medicaid Services (CMS) to operate the Drug/Medi-Cal program as an organized delivery system. The intent of the five-year DMC-ODS pilot is to demonstrate how organized substance use disorder care increases successful outcomes for beneficiaries while decreasing other system health care costs. Marin County implemented the DMC-ODS on April 1, 2017.

The DMC-ODS Waiver makes improvements to the substance use service delivery system by: providing more local control and accountability in selecting high quality providers; requiring culturally competent and evidence-based practices in substance use treatment; increasing program oversight and quality assurance; increasing coordination with other systems of care including physical and mental health; and providing a continuum of care modeled after the American Society of Addiction Medicine Criteria. Additional information can be accessed here: DMC-ODS Overview.

Project #2: MAT Access Grant Background Information
The MAT Access Points Project is creating a network of organizations throughout California to address the opioid crisis by supporting prevention, education, stigma reduction, treatment and recovery services for people with opioid use disorder (OUD) and substance use disorder (SUD), and by increasing access to Medication Assisted Treatment (MAT).

Marin County applied for and was awarded a grant as part of California’s Targeted Response to the Opioid Crisis Grant from the federal Substance Abuse and Mental Health Services Administration to the Department of Health Care Services (DHCS). The grant is to expand access to medication assisted treatment of opioid use disorders for beneficiaries accessing specialty mental health services. Grant funds will support recovery services provided in the Crisis Stabilization Unit, Crisis Residential Program and multiple BHRS outpatient clinics; program materials for a contingency management pilot; and related travel and training.
ATTACHMENT B

MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES

Recovery Coach/Care Manager

RFP-HHS-2019-15

Date:

Legal Applicant:
Name:
Address:
Telephone:
Fax:
E-mail:

For Individual Applicants:
License/Certification Number: ____________________________ / Date of Expiration: ___________

Type of Application Submission (Check all that apply)

_____Project #1: Recovery Coach or _____ Project #1 Case Manager (Individual Applicant)

_____Project #2: Recovery Coach – MAT Access Grant (Individual Applicant)

Certifications

I certify that to the best of my knowledge the information contained in this Application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. The applicant also attests the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.

Signature: Date:
Name: Title:

For County Use Only

Date Received: Time Received:

Marin County BHRS Staff Signature Acknowledging Receipt of Application:
THIS CONTRACT is made and entered into this ______ day of ______, 20____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and ______, hereinafter referred to as "Contractor."

RECATLS:

WHEREAS, County desires to retain a person or firm to provide the following service: ______; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

   Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

   The County agrees to:
   
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

   The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

   In no event will the cost to County for the services to be provided herein exceed the maximum sum of $______ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

   This Contract shall commence on ______, and shall terminate on ______. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

   Commercial General Liability:
   The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.
Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor’s duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. **ANTI DISCRIMINATION AND ANTI HARASSMENT:**
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. **SUBCONTRACTING:**
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor’s responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. **ASSIGNMENT:**
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. **LICENSING AND PERMITS:**
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
11. **BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.
15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers’ compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit D - Debarment Certification**

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
• Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

• Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

• Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

• The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

• Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: ________________________________
Dept./Location: ________________________________
Telephone No.: ________________________________

Notices shall be given to Contractor at the following address:

Contractor: ________________________________
Address: ________________________________
Telephone No.: ________________________________

22. ACKNOWLEDGEMENT OF EXHIBITS

☐ Check applicable Exhibits

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IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR: ________________________________
Name: ________________________________
Title: ________________________________

APPROVED BY
COUNTY OF MARIN:

By: ________________________________

______________________________ Date:

________________________________________
COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)
County Counsel: ________________________________ Date: ________________________________
County of Marin
Accessibility Requirements for Delegated Direct Services

The Americans with Disabilities Act of 1990 requires that all of the County of Marin’s programs, services, and activities be accessible to and usable by individuals with disabilities. This law also stipulates that we may not delegate away our responsibility to ensure people with disabilities have equitable access. This means that not only must the programs and services administered by the County be accessible, but also those administered on behalf of the County by third party agencies. All entities receiving County funding which provide direct services to the public must also comply with the accessibility requirements set forth in the ADA, and other applicable laws and regulations. This guide has been created to assist agencies under contract with the County of Marin to ensure that they comply with accessibility requirements. Inquiries related to the content herein can be directed to:

County of Marin
Disability Access Program
(415) 473-4381 (voice)
(415) 473-3232 TTY
disabilityaccess@marincounty.org

Programs and Services
Every aspect of the service you provide is considered part of your program, and therefore it must be accessible to individuals with disabilities. This includes parking lots, service counters and spaces, transportation (shuttles, etc.), agendas, flyers, emails, online services, phone calls, meetings, celebrations, classes, recreational activities and more. The guidance in this document is primarily intended to help you provide accessible programs by providing you with the tools to:

▪ survey facilities and identify common architectural barriers for people with disabilities;
▪ identify common ADA compliance problems in your communications and activities; and
▪ remove barriers and fix common ADA compliance problems in these areas.

ADA Technical Assistance Materials
ADA Update

Your programs can be broken into three main categories, (Communications, Facilities, and Activities) which will be covered in more detail below.

Communications
All the communications within your program must be accessible. This means any documents you provide must be made available in alternative formats, upon request. Brochures, agendas, schedules, and lists all may be requested by a client to be provided in alternative formats. Alternative formats can include Braille, large font, or documents on a thumb drive. You do not need to have all formats on hand at all times, but you must have a plan in place to provide them in a reasonable amount of time. Some clients may require professional support from providers such as sign language interpreters. Requests for these accommodations must be addressed in a timely manner as well.

The following is a list of resources and tools you may find helpful when ensuring the accessibility of your communications:

ADA Requirements: Effective Communications
General Effective Communication Requirements under Title II of the ADA
US Access Board Guidelines and Standards: Communications
Facilities
If you are bringing clients into your facilities, or providing facilities for their use (recreation, program participation, housing, etc.) these facilities must meet accessibility requirements. In California, the best source of information on accessibility requirements for facilities is the California Building Code (CBC). The accessibility requirements contained in the CBC are compatible with the Federal requirements adopted by the United States Access Board. What is most important to remember about facilities is that your clients with disabilities need to be able to arrive, enter, conduct business, and interact with your program in the same way that clients without disabilities can. This generally means you must provide accessible parking, path of travel, meeting and workspaces, restrooms, and communal areas. All areas of your facility where clients will visit must be accessible. Please note there are different requirements for different types of facilities, so please review the requirements carefully.

The best way to determine if your facility is accessible and to determine what remediation may be necessary to bring your facility into compliance is to conduct a survey. You can either do this yourself, with the help of the tools provided below, or you can hire a Certified Access Specialist (CASp) to perform a survey for you and compile the findings. A list of CASp certified individuals can be found on the California Department of General Services Website. This list includes both public and private specialist, many of whom are available to work with publically contracted service providers.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your facilities:
US Access Board ADA Requirements
US Access Board Guidelines and Standards: Buildings and Sites
California Building Code, Chapter 11B – Accessibility
ADA Checklist for Existing Facilities
Overview of Title II ADA Requirements for Buildings and Facilities

Activities
Meetings, company outings, fundraising events, counseling sessions, classes and trainings are all examples of some activities your organization may provide. Any interaction between your agency and the client must be accessible to clients and/or employees with disabilities. Many accessibility issues surrounding activities will be remediated through ensuring your facilities and communications are accessible; however there are other areas you must consider. For example, course content may need to be modified for a client with a developmental disability, accessible transportation may need to be provided to an event site with no public transit access, etc.

The following is a list of resources and tools you may find helpful when trying to assess the accessibility of your activities:
A Planning Guide for Making Temporary Events Accessible to People with Disabilities
Accessible Events: Planning and Preparation are Key
Website Accessibility under Title II of the ADA
ADA Guidelines for Recreational Facilities
US Access Board Guidelines and Standards: Recreation Facilities, Streets and Sidewalks, Transportation, Health Care