

# COUNTY OF MARIN



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

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## REQUEST FOR PROPOSALS (RFP)

### Residential Substance Use Services

RFP-HHS-2021-07

[www.marinhhs.org/rfp/2021-07](http://www.marinhhs.org/rfp/2021-07)

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**DATE ISSUED:**

**March 31, 2021**

**DEADLINE FOR SUBMISSIONS:**

**April 30, 2021 (3:00 PM PST)**

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 or veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Requests for disability accommodations may be made by phoning (415) 473-4381 (Voice), CA Relay 711 or by e-mail at [disabilityaccess@marincounty.org](mailto:disabilityaccess@marincounty.org).

## **I. Background**

### **A. Department of Health and Human Services Strategic Plan to Achieve Health and Wellness Equity**

In 2018, Marin County Health and Human Services (HHS) launched a strategic plan to achieve health and wellness equity in Marin. While income, education, and other socioeconomic and cultural factors play key roles in shaping outcomes in our communities, the direct effects of racism – whether covert or overt, intentional or unintentional, systemic or individual – must be acknowledged and addressed to achieve equity. Research demonstrates independent associations of racial discrimination on driving inequities, including downward mobility.

Central to our efforts on leading with race to achieve equity is treating clients respectfully and with cultural humility. HHS commits to systematically expanding this work throughout the Department and to supporting contracted service providers to do the same. By deepening our understanding of how individuals experience accessing and receiving services, and understanding how services result in outcomes by race and ethnicity, HHS and contracted service providers can identify opportunities to improve service delivery.

HHS recognizes that leading with race to achieve health and wellness equity requires working with our partners in new ways. These collaborations will amplify efforts on leading with race to advance health and wellness equity by aligning and coordinating work, accomplishing more than HHS or any other single organization could do alone.

To achieve these goals, we must work differently across sectors. New and non-traditional partnerships can help remove barriers to opportunity, and direct resources toward evidence-based efforts that address historic inequities.

This RFP seeks bids that demonstrate efforts to promote racial equity in providing the proposed services. To learn more about the HHS Strategic Plan to Achieve Health and Wellness Equity, visit: [MarinHHS.org/Equity-Plan](https://MarinHHS.org/Equity-Plan)

### **B. Overview of Services Being Solicited**

Marin County Behavioral Health and Recovery Services (BHRS) offers a continuum of substance use services to Marin County residents through a network of community-based providers and one County-operated program. BHRS' system of care includes Prevention, Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment, Withdrawal Management, Medications for Addiction Treatment, Recovery Services and referrals to other appropriate levels of care as clinically indicated through an assessment guided by the American Society of Addiction Medicine (ASAM) criteria. Substance use treatment services strive to be client-centered, trauma-informed, inclusive, and culturally responsive as well as utilize Evidence Based Practices (EBPs).

BHRS is currently seeking proposals for our residential substance use treatment provider network. To promote client choice and ensure a sufficient network of care, Marin BHRS is seeking to ideally include at least two providers that offer ASAM 3.1, 3.3 and 3.5 levels of care for each of the following for adults (18+ years):

- Gender-responsive residential treatment
- Perinatal residential treatment (Pregnant and Parenting Women)

- Residential treatment services provided in Spanish (services to be provided by Spanish-speaking staff, not through an interpreter service)
- Residential treatment services for beneficiaries with complex co-occurring substance use disorders and serious mental illness
- Residential treatment services with Incidental Medical Services (IMS) Certification
- Residential withdrawal management (stand alone and/or Residential services with a detoxification certification)

Applicants that meet the criteria outlined in the RFP will form the basis of a list of Residential providers that may be contracted with to provide services to eligible Marin County Medi-Cal and low income (<138% FPL) uninsured populations.

In April of 2017, Marin County officially implemented the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver. The waiver greatly expanded substance use treatment services for Medi-Cal beneficiaries. The system wide growth is both an expansion of services as well as providers, giving beneficiaries more options for accessing treatment. In an effort to streamline care and provide consistency throughout the continuum, the DMC-ODS utilizes the ASAM criteria to ensure that beneficiaries are placed in the most appropriate, clinically indicated, level of care. Refer to Table 1 for the Residential level of care definitions:

<b>Table 1</b>		
ASAM Level of Care	Level of Care Designation	Description
3.1	Clinically Managed Low-Intensity Residential Services	24-hour structure with available trained personnel; at least 5 hours of clinical service/week and prepare for outpatient treatment.
3.3	Clinically Managed Population-Specific High-Intensity Residential Services	24-hour care with trained counselors to stabilize multidimensional imminent danger. Less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community and prepare for outpatient treatment.
3.5	Clinically Managed High-Intensity Residential Services	24- hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Able to tolerate and use full milieu or therapeutic community.
3.2 - WM	Clinically Managed Residential Withdrawal Management	Non-Medical monitoring of the safe withdrawal from substances.

## **II. Project Period**

The anticipated contract period is approximately three (3) years (July 1, 2021 – June 30, 2024) with the option to extend for an additional two (2) years (July 1, 2024 – June 30, 2026). Annual contract renewals will be contingent upon the demonstration of progress in achieving

measurable results to the County's satisfaction, compliance with the policies and procedures set forth by BHRS, and the availability of funding.

### III. Available Funding

Funding associated with services provided as part of this RFP is for adult (18+ years) **Marin Medi-Cal beneficiaries and low-income uninsured (< 138% FPL) Marin County residents.**

The sources of funds are Substance Abuse Prevention and Treatment (SABG) Block Grant, Drug/Medi-Cal, 2011 Realignment, including Women and Children's Residential Treatment funding, and local and state funding required as match to Drug/Medi-Cal.

Applicants that meet the established criteria will be added to the County Master Contract and referrals will be made on an as-needed basis as determined by an individual's assessed level of care. Reimbursement will be on a fee-for-service basis and payment from Drug/Medi-Cal (if no share of cost) and/or the County for low income uninsured (<138% FPL) is considered as payment in full.

The County reserves the right to: increase or decrease the estimated award and contract amount; fund the proposed program(s) in whole or in part; and terminate or extend the program(s)/contract(s) based on funding availability.

### IV. Project Description

**Target Population and Referrals:** The population to be served are Marin Medi-Cal beneficiaries and low income (<138% FPL) uninsured Marin residents 18 years and older that have been assessed and determined to meet medical necessity for the indicated residential level of care.

Referrals into the program can come through a variety of sources, including the contractor's direct outreach efforts, community agencies, the County Access Line, and Probation. Upon assessment, if it is determined the client does not meet medical necessity for the ASAM/DHCS Level of Care, the contractor is required to comply with relevant Notice of Adverse Benefit Determination (NOABD) requirements and link the client back to the County Access Line or initiate a warm handoff to the indicated ASAM/DHCS level of care.

#### **Overview of Eligible Activities:**

Residential services are provided in Department of Health Care Services (DHCS) licensed residential facilities that have been designated by DHCS as capable of delivering care consistent with ASAM criteria and/or DHCS Level of Care certification. Refer to [DHCS Information Notice: 21-001](#) for additional information.

The length of residential services ranges based on the individual clients' need and meeting medical necessity for the level of care. All residential treatment episodes will require authorization from the County prior to the beneficiary entering treatment through the submission of a Treatment Authorization Request form (TAR) to the Access Team clinicians. Initial and Continuation Authorizations can be granted for up to 45 days per request. Extension authorizations beyond 90 days can be granted for up to 30 days at a time. Clients may receive longer length of stay and additional treatment episodes based on medical necessity.

Residential treatment is billable as a daily rate and should include the following components: Intake, individual and group counseling, patient education, family therapy, safeguarding

medications, collateral services, crisis intervention services, treatment planning, transportation services and discharge services. Other structured therapeutic activities shall be available to clients in accordance with their individualized treatment plans. Refer to Table 2 for service descriptions. Also refer to Attachment C for the Scope of Work for Residential services.

<b>Table 2</b>	
<b>Component</b>	<b>Definition/Activities</b>
Intake	The process of determining that a beneficiary meets the medical necessity criteria for admission. Includes evaluation of SUD, diagnosis of SUD, and assessment of treatment needs including physical and mental health concerns
Individual and Group Counseling	In person, face to face contact with client in both individual and group settings.
Patient Education	Provide research-based education on addiction, treatment, recovery and associated health risks.
Family Therapy	Inclusion of family members to provide social support and motivation for ongoing treatment. Provides family with support and recovery tools.
Safeguarding Medications	Facilities will store all resident medication and facility members may assist with resident self-administration of medication.
Collateral Services	Session between counselor and significant persons in the life of the beneficiary, focused on the treatment needs in terms of supporting the achievement of treatment plan goals.
Treatment Planning	Process of developing a treatment plan including a statement of problems to be addressed, goals, action steps, target dates for completion, a description of services including type and frequency.
Crisis Intervention Services	Contact between provider and beneficiary to alleviate crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents an imminent threat of relapse.
Transportation Services	Provision of or arrangement for transportation to and from medically necessary treatment.
Discharge Services	Prepare for beneficiary referral to another level of care, post treatment return or reentry into community, and/or linkage of the individual to essential community treatment, housing and human services.

Treatment will be client-driven and services and length of treatment should vary based on the needs of the client and medical necessity. Models selected should utilize a minimum of two of the following five Evidence Based Practices (EBPs) which emphasize individualized treatment: Cognitive Behavioral Therapy, Motivational Interviewing, Relapse Prevention, Psycho-Education and Trauma-Informed Treatment. Providers should outline which EBPs they will utilize, how EBPs will be implemented and how fidelity will be assessed. The applicant will also need to demonstrate how the evidence-based strategies and/or model(s) selected are clinically and culturally appropriate for Marin's various adult populations.

**Additional Duties:**

Grantees will be required to adhere to the activities outlined in Attachment C, which will be included in any contracts awarded as part of this RFP. Additional requirements include:

- Grantees shall work in collaboration with staff from Behavioral Health and Recovery Services and the Access Team.
- Grantees shall respond to Pending Treatment Authorization Requests within 24 hours of receipt.

- Grantees shall establish 42 C.F.R. and HIPAA compliant procedures to share pertinent information with relevant community partners, with the County Access Line and across service systems as appropriate in order to most effectively serve the client and reduce duplications of service.
- Grantees shall utilize Marin WITS (and other data collection tools, if deemed necessary) to enter client admission, discharge information, and track client outcomes. BHRS will provide technical assistance to the successful applicant(s) as needed and on an ongoing basis to ensure all data is entered accurately in a timely fashion.
- Grantees shall perform monthly documentation reviews of client paper and electronic files. The County can offer technical assistance and will also be performing monthly documentation reviews to verify eligibility and compliance prior to payment of services.
- Verify eligibility prior to rendering services and assist uninsured clients in enrolling in appropriate health care coverage, including Medi-Cal.
- Reimbursement for urinalysis testing is reflected in the unit rate for all services. The applicant must have a policy and procedure in place that guides urinalysis testing for clients. Urinalysis testing protocols are expected to align with Department of Transportation (DOT) standards and to occur on a frequent, random basis that reflect best practices. Multi-panel testing that includes expanded screening panels are favored.
- Convene clinical case meetings with relevant service providers, such as mental health and primary health, to discuss client needs, treatment planning and coordination needed to achieve goals.

#### **Staffing Qualifications:**

While it is up to the applicant to determine the specific level of staffing necessary to successfully implement the program, the minimum staffing qualifications **must comply with the Drug/Medi-Cal regulations, Drug/Medi-Cal Standards and Alcohol and Drug Certification Standards.**

Access to bilingual/bicultural staff and services must be available and should be considered in selecting staffing and developing the budget.

## **V. Eligible Bidders**

### **Applicant Eligibility**

Any non-profit agency, joint venture, partnership, or other group legally entitled to provide substance use services in the State of California and with demonstrated experience by agency and its staff in providing substance use services that meet one of the criteria being solicited with this RFP, including co-occurring capability, gender-responsive services, Perinatal services, services in Spanish, and residential providers with an IMS Certification, may submit a proposal. The applicant must hold a current alcohol and drug program certification and licensure, as well as a DHCS or ASAM Level of Care Designation(s). Applicants must also be Drug/Medi-Cal Certified, in the process of becoming Drug/Medi-Cal certified, or willing to submit a Drug/Medi-Cal application within 60 calendar days of the Notice of Intent to Award.

For Perinatal services only: Consideration will be given to qualified applicants that are not currently DMC certified, but all applicants will be required to have a DHCS Level of Care or ASAM designation for residential treatment.

The applicant must also be able to demonstrate the ability to provide substance use treatment services that meet the client's needs, including linguistic, cultural, and gender needs, either directly or through referral.

Should an applicant propose to collaborate or subcontract with another agency or individual legally entitled to do business in the State of California, and possessing the necessary licenses and certifications, the applicant must include a letter of participation from the proposed entity or entities and include the specific duties being proposed under the collaboration or subcontract. The contract amount shall be reflected in the Budget. See also the applicable subcontracting provisions in Attachment C.

## **VI. Other Requirements and Expectations for Contractors**

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

The grantee shall be required to comply with Public Law 102-321 (1992) which enacted the Alcohol, Drug Abuse, and Mental Health Reorganization Act, 45 CFR Part 96; Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; DMC-ODS Standard Terms and Conditions; applicable sections of 42 CFR, Part 438; this Request for Proposals RFP-HHS-2021-07; the terms and conditions required the funding sources; and the terms and conditions of the County of Marin's Professional Services Contract, including all exhibits incorporated therein. The Professional Services Contract, including all incorporated exhibits, 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 an Application, the applicant agrees to be bound by all terms and conditions of the Professional Services Contract, 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 include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment C. It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.

Insurance can be waived in some instances by submitting Exhibit C – attached to a PSC. Some valid reasons for waiving insurance include:

- No employees/ sole contractor – Workers Comp can be waived
- Not driving on county business or on county property – Auto can be waived
- Not a certified/ licensed “professional” – certain professional liability is can be waived

### **C. Other Administrative / Legal Requirements**

1. Contractors will be paid on a monthly basis, following the submission of an invoice through the Marin County WITS system to the Marin County Department of Health and Human Services for services performed to County's satisfaction. Specific instructions on how to use the WITS system 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 and approved, 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 and 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, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations.
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. Applicant 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 (18<sup>th</sup>) 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. Programs should implement National Culturally and Linguistically Appropriate Services (CLAS) Standards.
16. The contractor will be required to meet reporting requirements, including, but not limited to completing CalOMS data; collecting and reporting data related to access to and quality of services; participating in an onsite review; and completing an annual report. The contractor is also responsible for program evaluation, fiscal record keeping, necessary audits, compliance with funding source requirements, reimbursement to the County for funds expended for non-allowable costs and other assurances included in the Professional Services Contract and as required by the funding source(s).

Applicants who do not meet these minimum requirements shall be deemed non-responsive and will 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:

RFP Advertised	March 31, 2021
RFP Released to Prospective Applicants	March 31, 2021
Question/Answer Period Opens	March 31, 2021
Bidder's Conference (Optional)	April 12, 2021 9:30 AM PST
Question/Answer Period Closes	April 16, 2021 3:00 PM PST
RFP Answers Posted	By April 20, 2021
Applications Due	April 30, 2021 3:00 PM PST
Application Review and Scoring Process	May 2021
Posting of Notice of Intent to Award	May – Early June 2021
Contract Start Date*	July 1, 2021

\* Contract start date is subject to Board of Supervisors schedule and County budget and contract processes. Contract start date is contingent on the approval of the Board of Supervisors.

## VII. Application Instructions

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Proposal”), 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. **You may submit one proposal for multiple levels of care for a specialty population, but there must be a separate proposal submission for each proposed specialty population.**

### (1) Cover page - Attachment A – Use Template Provided

Please complete Attachment A as the Cover Page to the Application. Complete a Cover Page for each proposed specialty population. Ensure that all applicable fields are completed and that the cover page is signed (electronic signature is acceptable).

### (2) Applicant Capability – 3 Page Limit

1. Describe your agency’s experience providing the proposed Levels of Care for the proposed specialty population to be served. In your response, include how your programming is tailored the specialty population, as well as your approach to providing gender-responsive and trauma-informed care.
  - a. For Perinatal, your response should also include how many children can be accommodated per beneficiary and how you ensure adherence to the Perinatal Practice Guidelines.
  - b. For co-occurring substance use/Serious Mental Illness, your response should also include how your staffing, curricula and overall program design is tailored to meet the needs of individuals with complex co-occurring conditions.

2. What is your experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the specialty population you are proposing to serve?
3. Describe the process used for coordinating care with primary care, mental health and other service providers, including the position(s) responsible.

**(3) Proposed Budget – Attachment B - Use Template Provided**

- Provide a proposed FY 2021-22 Budget Detail, which clearly shows the projected expenses (a) and revenues (b and c) for the overall program, the overall program capacity (e), and how they formulate the proposed fee-for-service rate (f). **The budget must substantiate the requested rate and account for all program costs.**
- Provide your FY 2020-21 rate(s) for the service(s) being proposed (h)

In your budget documents, please include the following:

- The job classification (e.g. LPHA, Certified Substance Use Counselor) and FTE dedicated to the proposed services.
- General ledgers for FY 2020-21 may be requested to analyze actual costs and proposed rates

The County will look favorably on budgets that have minimal administrative allowances (15% maximum indirect rate) and on budgets that leverage alternate funding streams. In scoring the budget, the County will also consider the completeness, accuracy, appropriateness, relevance, and cost effectiveness of the budget relative to the scope of work outlined in the RFP.

**If your agency is proposing to serve more than one specialty population identified in the RFP, include the above budget information for each specialty population. If you are proposing multiple Levels of Care that have different rates, then submit a separate budget for each proposed rate.**

### **XIII. Application Submission Requirements**

#### **A. General Policies and Reservation of Rights**

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 provisional 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 electronic submission by **3:00 PM PST on April 30, 2021**. No verbal proposals will be considered. Due to COVID, electronic submission is preferred. Submit applications to:

### **Electronic Proposal Submission (One Original)**

Please upload a PDF version of your application including all attachments at:

[www.MarinHHS.org/rfp/2021-07](http://www.MarinHHS.org/rfp/2021-07)

If you are submitting hard copy applications, please notify Cody Milner at [CMilner@MarinCounty.org](mailto:CMilner@MarinCounty.org). Office hours are limited so notification is important to ensure the applications are received in a timely manner.

**Hard Copy Application Submission Address (One Original and Two Copies):**

**Cody Milner, Senior Program Coordinator  
Marin County Department of Health and Human Services  
Behavioral Health and Recovery Services  
10 North San Pedro Road, Suite 1015, San Rafael, CA 94903**

1. Proposals may not be faxed. Proposals must be received by the date and time recited above. 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", typed, single-spaced, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Must be in accessible 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 **3:00 PM PST on April 16, 2021**. All questions and responses will be available on the County's website on or before April 20, 2021. No telephone consultation will be provided. **Questions must be submitted via the County website at [www.marinhhs.org/rfp/2021-07](http://www.marinhhs.org/rfp/2021-07)**
3. **Pre-Proposal Bidder's Conference:** There will be a non-mandatory pre-proposal bidder's conference at the date and time listed below. Attendance is optional and not a

pre-requisite for submission of a proposal. All questions asked and answers given will be posted via the County website at [www.marinhhs.org/rfp/2021-07](http://www.marinhhs.org/rfp/2021-07)

Date: Monday, April 12, 2021 / Time: 9:30am – 10:30am PST

Location ([Zoom](#)):

<https://zoom.us/j/99422214881?pwd=a0FIR2pxR3YyN3RwaFl1cWc2LzZLUT09>

Meeting ID: 994 2221 4881 / Passcode: 978994 / Telephone: +1 669 900 9128

## **IX. 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 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 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. A copy of the scoring instrument that will be used can be found in Attachment D. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation(s) to the Alcohol and Drug Administrator, who will make the final recommendation to the Marin County Board of Supervisors or County Administrator.

Prior to making an award, the County may choose to conduct interviews with applicants and complete a site visit. 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 e-mailed to all applicants evaluated by the committee.

### **B. Post Award**

Once the Notice of Intent to Award has been issued, the provider(s) 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 delivering high quality care 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. Protest Procedure**

Within five calendar days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

Delivery of Protest: All protests must be submitted in writing and received by 5:00pm PST within five days of the date of the Notice of Intent to Award by email or by mail at the following address:

**Catherine Condon, County Alcohol & Drug Administrator  
Marin County Behavioral Health and Recovery Services  
10 North San Pedro Road, Suite 1015, San Rafael, CA 94903  
E-Mail: [ccondon@marincounty.org](mailto:ccondon@marincounty.org)**

If a protest is mailed via U.S. Mail, it must be postmarked within 5 calendar days of the notice issuance. The Applicant bears the risk of non-delivery.

The protest 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 Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable, within 30 calendar days. The decision of the Department Director or designee shall be final.

For DMC-ODS Services, additional protest procedure apply, as outlined in the [Selective Provider Contracting Policy and Procedure](#).

**ATTACHMENT A: COVER PAGE**

**Complete a Cover Page (Attachment A) for each proposed specialty population your agency is proposing to serve.**

1	<b>Legal Applicant Information</b>	
	Name of Organization	
	Address	
	Residential Facility Address	
	Contact Name	Contact Phone
Contact E-Mail		

	Proposed Program Information	Select (Drop Down)	If Not Listed (Describe)
2	Speciality Population to be Served (Select 1 per Proposal)		
3	Beneficiaries Residing at the Facility		
4	Residential Services in Spanish (By Staff - Not through Interpreter)		
5	Current DMC Certification		
6	Current IMS Certification		
7	DHCS Level of Care Designation(s)		
8	Evidence Based Practices Used (Select up to 2)		

	Complete for Each Level of Care Being Proposed for the Specialty Population	Proposed Minimum Contracted Capacity (Beds)	Proposed Maximum Contracted Capacity (Beds)	Proposed Unit Rate (Unit = Bed Day)		
				Unit Rate: Treatment Costs	Unit Rate: Room & Board Cost	Unit Rate: Total
9	<i>Example: ASAM 3.3</i>	0.5	5	\$ 105.00	\$ 45.00	\$ 150.00
	ASAM 3.1					\$ -
	ASAM 3.3					\$ -
	ASAM 3.5					\$ -
	ASAM 3.1 - With Detox Certification					\$ -
	ASAM 3.3 - With Detox Certification					\$ -
	ASAM 3.5 - With Detox Certification					\$ -
	ASAM 3.2- WM					\$ -

9	<b>Certifications</b>		
	The applicant certifies to the best of his/her/their knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded. 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
	Printed Name		
Printed Title			

	<b>For County Use Only</b>	
	Date Received	Time Received
	BHRS Staff Receiving Proposal	

**ATTACHMENT B - PROPOSED BUDGET DETAIL**

Fiscal Year 2021-2022

Agency: \_\_\_\_\_  
 DHCS/ASAM Level(s) of Care \_\_\_\_\_  
 Specialty Population \_\_\_\_\_

BUDGET CATEGORY	TOTAL BUDGETED COSTS (a)	FUNDING SOURCES		TOTAL PROJECTED REVENUES (d)
		Proposed Marin HHS Funds (b)	Projected Non Marin HHS Revenue (c)	
<b>Personnel (Include Classification and FTE)</b>				
				0
				0
				0
				0
<b>Total salaries:</b>	0	0	0	0
<b>Benefits</b>				0
<b>Total salaries and benefits</b>	0	0	0	0
<b>Operating Expenses</b>				
				0
				0
				0
				0
				0
				0
				0
				0
<b>Total Operating Expenses</b>	0	0	0	0
<b>Other costs</b>				
Indirect Costs (Not to exceed 15%)				0
				0
				0
<b>Total Other Costs</b>	0	0	0	0
<b>Total Costs</b>	0	0	0	0

Bed Capacity (e)	Total Bed Capacity Available	Proposed Beds for Marin County HHS	Beds: Non-Marin HHS	Total
				0

Proposed FY 2021-22 Unit Rate (1 Unit = 1 Day) (f)		Marin County HHS Rate	Non-Marin HHS Rate	

<b>Validation</b>	\$	-	\$	-	\$	-
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Current FY 2020-21 Unit Rate (1 Unit = 1 Day) (g)		Marin County HHS Rate (if applicable)	Non-Marin HHS Rate	

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2015 - Edition 1**

**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."

**RECITALS:**

**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**

**CONTRACTOR'S INITIALS**

<b><u>EXHIBIT A.</u></b>	<input type="checkbox"/> <b>Scope of Services</b>	
<b><u>EXHIBIT B.</u></b>	<input type="checkbox"/> <b>Fees and Payment</b>	
<b><u>EXHIBIT C.</u></b>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	
<b><u>EXHIBIT D.</u></b>	<input type="checkbox"/> <b>Contractor's Debarment Certification</b>	
<b><u>EXHIBIT E.</u></b>	<input type="checkbox"/> <b>Subcontractor's Debarment Certification</b>	
<b><u>OTHER REQUIRED</u></b>	<input type="checkbox"/> <b>Exhibit I - Alcohol, Drug &amp; Tobacco Prgms.</b>	
<b><u>EXHIBITS (HHS</u></b>	<input type="checkbox"/> <b>Exhibit M - Business Associate Agreement</b>	
<b><u>USE ONLY)</u></b>	<input type="checkbox"/>	

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

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED BY**

**COUNTY OF MARIN:**

By: \_\_\_\_\_

=====

**COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)**

**County Counsel:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EXHIBIT A - SCOPE OF SERVICES

JULY 1, 2021 – JUNE 30, 2022

<b>Services Provided</b>	<p><b>Residential Withdrawal Management (ASAM Level 3.2-WM) – Clinically Managed Residential Withdrawal Management (WM) – DMC-ODS Service Code: 109 &amp; DMC-ODS Room &amp; Board: 158]].</b></p> <p>WM services are provided when determined medically necessary by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA), and in accordance with an individualized client plan. Medically necessary habilitative and rehabilitative services are provided in accordance with the individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process.</p> <p>The components of Withdrawal Management services include:</p> <ul style="list-style-type: none"><li>• <b>Intake:</b> The process of admitting a beneficiary into a substance use disorder (SUD) treatment program. Intake includes the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs, and may include a physical examination and laboratory testing necessary for SUD treatment.</li><li>• <b>Observation:</b> The process of monitoring the beneficiary's course of withdrawal as frequently as deemed appropriate for the beneficiary. This may include, but is not limited to, observation of the beneficiary's health status.</li><li>• <b>Medication Services:</b> The prescription or administration related to SUD treatment services, and/or the assessment of the side effects and results of that medication.</li><li>• <b>Discharge Services:</b> Preparing the beneficiary for referral into another level of care, post treatment return, re-entry into the community, and/or the linkage of the individual to community treatment, housing, and human services.</li></ul> <p><b>Residential (ASAM Level 3.1) – Clinically Managed Low Intensity [DMC-ODS Service Code: 112 &amp; DMC-ODS Room &amp; Board: 158] – Provides 24-hour structure with available trained personnel; at least 5 hours of clinical service per week and preparation for outpatient treatment.</b></p> <p><b>Residential (ASAM Level 3.3) – Clinically Managed Population-Specific High-Intensity Residential Services [DMC-ODS Service Code: 113 &amp; DMC-ODS Room &amp; Board: 158] – Provides 24-hour care with trained counselors to stabilize multidimensional imminent danger. Less intense milieu and group treatment for those with cognitive or other impairments unable to use the full active milieu or therapeutic community and preparation for outpatient treatment.</b></p> <p><b>Residential (ASAM Level 3.5) Clinically Managed High-Intensity [DMC-ODS Service Code: 114 &amp; DMC-ODS Room &amp; Board: 158] – Provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and preparation for</b></p>
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outpatient treatment. Able to tolerate and use the full milieu or therapeutic community.

Residential treatment is a non-institutional, 24-hour, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with the individual treatment plan. Room and Board is not reimbursable through the DMC program.

The components of Residential Treatment Services include:

- Intake: The process of determining that a beneficiary meets the medical necessity criteria and admitting the beneficiary into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
- Individual and Group Counseling: Contacts between a beneficiary and a therapist or counselor. Services are provided in-person or by telephone qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction. Group counseling is described in the DMC-ODS STCs as a face-to-face contact in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the therapeutic SUD treatment needs of the individuals served.
- Patient Education: Provide research-based education on addiction, treatment, recovery, and associated health risks
- Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- Safeguarding Medications: Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
- Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
- Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

- **Treatment Planning:** The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within regulatory timeframes, reviewed every 30 days, and then updated every 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.
- **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
- **Discharge Services:** The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Group counseling is considered a clinical intervention. The other structured activities that are available in residential treatment, including patient education, are not considered clinical interventions, and are not subject to a limitation in regard to the number of participants. Any structured activity not listed in the STCs will not satisfy the requirement for reimbursement for residential treatment.

**Case Management:** *[Non-DMC Service Code: 68; DMC-ODS Service Code: 93].*

Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. They shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, 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:** *[DMC-ODS Service Code: 95 (Individual), 96 (Group), 97 (Case Management), 98 (Monitoring)].* Medically necessary recovery services may be accessed after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone or via telehealth 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.

**Physician Consultation:** [DMC-ODS Service Code: 94] Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

**Assessments**

Assessments shall be face-to-face or via telehealth and performed by qualified staffing. If the assessment is provided by a certified counselor, the "face-to-face" interaction must take place, at minimum, between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or LPHA. This interaction also must be documented appropriately by the LPHA in the medical record to establish the determination of medical necessity for the beneficiary. Medical necessity for DMC-ODS services shall be determined as part of the assessment process and shall be performed through a face-to-face interview or via telehealth.

ASAM Training: Staff performing assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

Re-Assessments: Adult beneficiaries in Residential treatment shall be re-assessed at a minimum of every 45 days. Youth beneficiaries in Residential treatment shall be re-assessed at a minimum of every 30 days, unless there are significant changes warranting more frequent reassessments. ASAM Level of Care data shall be entered into Marin WITS for each assessment and re-assessment and within seven (7) days of the assessment/re-assessment.

<b>Telehealth</b>	Telehealth Between Provider and Beneficiary means office or outpatient visits via interactive audio and video telecommunication systems. To utilize telehealth, contractor shall use a secure platform and have policies in place to ensure confidentiality. Unless otherwise noted by the Department of Health Care Services (e.g. exceptions due to a Public Health emergency), telehealth for group counseling is not claimable to Medi-Cal.
<b>Performance Standards</b>	<p><b>Access to Care</b> Timely access data—including date of initial contact, date of first offered appointment and date of scheduled assessment—shall be entered into Marin WITS within seven (7) days of the intake.</p> <p>Performance Standard:</p> <ul style="list-style-type: none"> <li>• First face-to-face appointment shall occur within five (5) and no later than 10 business days of initial contact. First face-to-face Medication Assisted Treatment appointments for beneficiaries with alcohol or opioid disorders shall occur within three (3) business days.</li> <li>• There are no inequities in timely access to care when stratified by race/ethnicity and gender identity</li> <li>• At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location of services</li> <li>• Timely access data will be entered in Marin WITS within seven (7) days of first contact for 100% of beneficiaries.</li> </ul> <p><b>Treatment Initiation and Engagement</b></p> <ul style="list-style-type: none"> <li>• At least 85% of beneficiaries have a second treatment visit within 14 days of assessment [initiation]</li> <li>• Of those initiating treatment, at least 75% will have two treatment visits within the next 30 days [engagement]</li> <li>• There are no inequities in treatment initiation and engagement when stratified by race/ethnicity and gender identity</li> </ul> <p><b>Transitions Between Levels of Care</b> Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment, ensuring a minimal delay between discharge and admission at the next level of care, providing transportation as needed, and documenting all information in Marin WITS.</p> <p>Performance Standard:</p> <ul style="list-style-type: none"> <li>• Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.</li> <li>• At least 80% of beneficiaries receive a follow-up contact within seven (7) days of discharge from Residential treatment or Residential Withdrawal Management.</li> <li>• There are no inequities in transitions between levels of care when stratified by race/ethnicity and gender identity</li> </ul>

**Care Coordination and Linkage with Ancillary Services**

The Contractor shall ensure 42 CFR Part 2 compliant releases are in place in order to coordinate care. The Contractor shall screen for and link clients with mental and physical health, as indicated.

Performance Standard:

- There is documentation of physical health and mental health screening in 100% of beneficiary records
- At least 80% of beneficiaries have 42 CFR compliant releases in place to coordinate care with physical health providers
- At least 70% of beneficiary records have documentation of coordination with physical health
- At least 80% of beneficiaries engaged for at least 30 days will have an assigned Primary Care Provider
- At least 80% of beneficiaries who screen positive for mental health disorders have 42 CFR compliant releases in place to coordinate care with mental health providers
- At least 70% of beneficiary records for individuals who screen positive for mental health disorders have documentation of coordination with mental health (e.g. referral for mental health assessment or consultation with existing providers).
- At least 85% of beneficiaries will contact information for a designated contact responsible for coordinating the beneficiary's care

**Medication Assisted Treatment**

Contractors will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment for substance use disorders. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent a 42 CFR, Part 2 compliant release of information for this purpose.

Performance Standard:

- At least 80% of beneficiary records for individuals receiving Medication Assisted Treatment for substance use disorders will have 42 CFR compliant releases in place to coordinate care
- At least 80% of beneficiaries with a primary opioid or alcohol use disorder will be linked to an MAT assessment and/or MAT services

**Culturally Responsive Services**

Contractors are responsible to provide culturally responsive services. Contractors must ensure:

- Policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.
- Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.
- Each program reviews monthly performance data (automated reports sent from Marin WITS monthly) and identifies and implements at least one performance improvement initiative annually to address to any inequities

	<p>noted either in the monthly dashboard or Treatment Perceptions Survey data.</p> <p>Performance Standard:</p> <ul style="list-style-type: none"> <li>• 100% of beneficiaries that speak a threshold language are provided services in their preferred language.</li> <li>• At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services.</li> <li>• 100% of contractors will implement at least one performance improvement initiative annually related to reducing inequities by race/ethnicity or gender identity.</li> <li>• 100% of contractors are in compliance with the CLAS standards.</li> </ul> <p><b>Delivery of Individualized and Quality Care</b></p> <p><u>Beneficiary Satisfaction:</u> DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.</p> <p><u>Evidence-Based Practices (EBPs):</u> Contractors will implement—and assess fidelity to—at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.</p> <p><u>ASAM Level of Care:</u> All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in Marin WITS with seven (7) days of the assessment.</p> <p>Performance Standards:</p> <ul style="list-style-type: none"> <li>• At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey</li> <li>• Overall satisfaction scores are balanced when stratified by race/ethnicity and gender identity</li> <li>• At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)</li> <li>• Contractor will implement with fidelity at least two approved EBPs</li> <li>• 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care</li> <li>• At least 70% of beneficiaries admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment</li> <li>• At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment</li> </ul>
<b>Client Outcomes</b>	<p>In order to assess whether beneficiaries: 1) Reduce substance abuse or achieve a substance-free life; 2) Maximize multiple aspects of life functioning; 3) Prevent or reduce the frequency and severity of relapse; and 4) Improve overall quality of life,</p>

	<p>the following indicators that will be evaluated and measured include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Engagement in the first 30 days of treatment (at least two treatment sessions within 30 days after initiating treatment)</li> <li>• Reduction in substance use</li> <li>• Reduction in criminal activity or violations of probation/parole and days in custody</li> <li>• Increase in employment or employment (and/or educational) skills</li> <li>• Increases in family reunification</li> <li>• Increase engagement in social supports</li> <li>• Maintenance of stable living environments and reduction in homelessness</li> <li>• Improvement in mental and physical health status</li> <li>• Beneficiary satisfaction</li> </ul> <p>These metrics will be analyzed by program and at a minimum, stratified by race/ethnicity and gender identity</p>
<p><b>Training</b></p>	<p>Applicable staff are required to participate in the following training:</p> <ul style="list-style-type: none"> <li>• DMC-ODS Training, including Documentation Standards (At least annually)</li> <li>• Information Privacy and Security (At least annually)</li> <li>• ASAM E-modules 1 and 2 (Prior to Conducting Assessments)</li> <li>• Cultural Competency (At least four hours annually)</li> <li>• Oath of Confidentiality (Review and sign at hire and annually thereafter)</li> <li>• At least five hours of continuing education in addiction medicine annually for LPHA staff</li> </ul>
<p><b>Authorization Process – ASAM Levels 3.1, 3.3 and 3.5</b></p>	<p><b>Initial Authorization</b></p> <p>Requests for initial authorization are to be submitted to BHRS Access on the Treatment Authorization Request (TAR) - <i>Initial Authorization</i> form at least 24 hours before the scheduled admission date. A copy of the ASAM Continuum or County-provided ASAM assessment tool shall be attached to the TAR. Initial authorizations can be granted for up to 30 days for youth and up to 45 days for adults. An approved authorization allows for a client to be admitted to treatment within seven (7) calendar days of the approval date. Admissions later than seven (7) calendar days from the authorization date will be considered on a case-by-case basis and will require written approval by the County.</p> <p><b>Continuing and Extension Authorizations</b></p> <p>Requests for continuing and extension authorizations are to be submitted to BHRS Access on the 'TAR – <i>Continuing Authorization</i>' form seven (7) calendar days before to the expiration date of the current authorization. A copy of the re-assessment (ASAM Continuum or County-provided ASAM assessment tool) shall be attached to the TAR. Continuation authorizations can be granted for up to 30 days for youth and up to 45 days for adults. Extension authorizations can be granted for up to 30 days for both youth and adults. Clients may receive a longer length of stay and additional treatment episodes based on medical necessity.</p> <p><b>Additional Information - TARs</b></p>

	<p>For a TAR to be considered eligible for authorization, the individual must be a Marin County Medi-Cal beneficiary or Marin County low-income (&lt;138% FPL) uninsured resident and meet medical necessity and the ASAM criteria for the proposed level of care. Payment and submission of claims to Medi-Cal are subject to a beneficiary's eligibility and services being rendered and documented in accordance with ODS Documentation Standards, ASAM diagnostic and dimensional criteria and the DMC-ODS STCs.</p> <p>If BHRS Access responds to a TAR as "pending", Contractor shall respond within 24 hours of the request for additional information.</p>
<p><b>Program Licensure, Certification and Standards</b></p>	<p><u>Practice Guidelines</u>: Contractor shall comply with the BHRS Clinical and Administrative Practice Guidelines, which are located at <a href="http://www.MarinHHS.org/BHRS">www.MarinHHS.org/BHRS</a>.</p> <p><u>Licensure, Certification and ASAM Designation</u>  ASAM 3.2-WM: Contractor shall possess valid DHCS licensure with detoxification certification and DMC Residential certification.</p> <p>ASAM Levels 3.1, 3.3 and 3.5: Contractor shall possess valid DHCS licensure and DMC Residential certification and have been designated by DHCS as capable of delivering care consistent with the ASAM criteria.</p> <p>Contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <a href="http://www.samhsa.gov/grants/grant-announcements/ti-14-005">http://www.samhsa.gov/grants/grant-announcements/ti-14-005</a>.</p> <p><u>Incidental Medical Services (IMS)</u>: IMS may only be provided following approval from DHCS. IMS shall be an additional service to all residents at an approved licensed residential facility. IMS cannot be limited to specific residents and/or beds. A licensed residential facility's HCP must ensure that IMS is appropriate for all residents. If IMS is not appropriate for a resident (as determined by a HCP), then the licensed residential facility must immediately refer the resident for placement in an appropriate level of care. A licensed residential facility approved to provide IMS cannot order or stock bulk prescription medications.</p>
<p><b>Beneficiary Protections and Beneficiary Informing Materials</b></p>	<p><u>Beneficiary Informing Materials</u>  Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.</p> <p>Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informing materials in English and Spanish. Contractor shall request materials from</p>

	<p>the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.</p> <p><u>Notice of Adverse Benefit Determination (NOABD)</u>  Contractor shall have written procedures to ensure compliance with the following:</p> <ul style="list-style-type: none"> <li>• Contractor shall request consent from beneficiaries for the County of Marin to issue a NOABD to the address on record should covered services be reduced, denied, modified, delayed or terminated. Should a beneficiary refuse to consent, then the Contractor is responsible for issuing any applicable NOABD directly to the beneficiary.</li> <li>• Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to: 1) not meeting timely access standards; 2) not meeting medical necessity for any substance use disorder treatment services; and 3) terminating or reducing authorized covered services.</li> </ul>
<p><b>Contract Changes</b></p>	<p>If significant changes are expected, you must submit a request in writing to the contract manager. You must receive written approval prior to any changes being implemented and/or reimbursed. Significant changes include, but are not limited to:</p> <p><u>Scope of Work</u></p> <ul style="list-style-type: none"> <li>• Proposing to re-distribute units of service between existing service codes by more than 20%</li> <li>• Proposing to add or remove a service modality</li> <li>• Proposing to transfer substantive programmatic work to a subcontractor</li> <li>• Proposing to provide any services by telephone or field-based</li> </ul> <p><u>Budget</u></p> <ul style="list-style-type: none"> <li>• Proposing to re-distribute more than 20% between budget categories</li> <li>• Proposing to increase or decrease FTE</li> <li>• Proposing to increase the contract maximum</li> </ul> <p>Contractor shall also report any other key changes per the timelines and processes outlined in applicable Policies and Procedures (<a href="http://www.MarinHHS.org/policies-procedures">www.MarinHHS.org/policies-procedures</a>) and Practice Guidelines (<a href="http://www.MarinHHS.org/Substance-Use-Services-Contractor-Resources">www.MarinHHS.org/Substance-Use-Services-Contractor-Resources</a>), including, but not limited to: 1) Staff Updates; 2) Facility alterations/renovations; 3) Unusual occurrences or incidents; 4) Reduction in DMC services; and 5) Not accepting beneficiaries (facility at capacity).</p>

**Marin County Department of Health and Human Services  
Behavioral Health and Recovery Services**

SCORING INSTRUMENT FOR  
**RESIDENTIAL SUBSTANCE USE TREATMENT SERVICES (RFP-HHS-2021-07)**

ORGANIZATION SUBMITTING PROPOSAL:

**Technical Proposal and Eligibility Elements: Reviewed By:**

Section	Criteria to consider	Yes	No
<b>Applicant Eligibility</b>	Application received on time?		
	Applicant met minimum eligibility criteria (e.g. Level of Care Designation, etc.)		
<b>Technical Detail</b>	Within page limit requirements and appropriate formatting?		
	All required templates used and attached?		

Section	Criteria to consider	Points Available	Points Awarded
<b>A. Cover Page (Attachment A)</b>		5	
	<ul style="list-style-type: none"> <li>All sections of Cover Page template completed</li> <li>Included eligible Evidence-Based Practices</li> <li>Included a population seeking to be served under this RFP</li> </ul>	5	
<b>B. Applicant Capability</b>		30	
	<ul style="list-style-type: none"> <li>Clear description of the agency’s experience providing the proposed Levels of Care for the proposed specialty population to be served.</li> <li>Clear and applicable description of how programming is tailored the specialty population identified, including approach to providing gender-responsive and trauma-informed care</li> <li><i>For Applicants for Perinatal Residential:</i> Information provided on the number of children can be accommodated per beneficiary and clear explanation of how adhering to the Perinatal Practice Guidelines.</li> <li><i>For Applicants for Residential for Co-Occurring SUD/SMI:</i> Clear and applicable description of how the staffing, curricula and overall program design is tailored to meet the needs of individuals with complex co-occurring conditions</li> <li>Based on the response, overall quality/relevance of experience to proposed project and population to be served</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Clearly demonstrated experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the specialty population</li> <li>Based on the response, overall quality/relevance of experience to proposed project and population to be served</li> </ul>	10	

	<ul style="list-style-type: none"> <li>• Clear description of the process used for coordinating care with primary care, mental health and other service providers, including the position(s) responsible.</li> <li>• Based on the response, overall quality/relevance of experience to proposed project and population to be served</li> </ul>	10	
<b>C. Budget (Attachment B)</b>		15	
	<ul style="list-style-type: none"> <li>• Using the template, provided a proposed FY 2021-22 budget detail, which clearly showed the projected expenses (a) and revenues (b and c) for the overall program, the overall program capacity (e), and how they formulate the proposed fee-for-service rate (f). Provided an itemized budget for the project including items such as staffing costs, housing and transportation costs, supplies, etc.</li> <li>• Clear description of staff positions and FTE</li> <li>• Overall, the completeness, accuracy, appropriateness, relevance, and cost effectiveness of the budget relative to the scope of work outlined in the RFP</li> </ul>		
<b>TOTAL</b>	<b>Please add A-C</b>	<b>50</b>	

Additional Comments:

Reviewer's Name:

Signature:

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