

**COUNTY OF MARIN**



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

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REQUEST FOR PROPOSAL (RFP)

**Outpatient Substance Use Treatment- Telehealth**

**RFP-HHS-2023-13**

<https://www.marinhhs.org/rfp/2023-13>

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**DATE ISSUED:**

**May 22, 2023**

**DEADLINE FOR SUBMISSIONS:**

**June 14, 2023, 3 PM PST**

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## 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. Background information about program

In its effort to provide comprehensive services to the residents of Marin County, the purpose of this RFP is to seek **Telehealth Providers that offer Substance Use Outpatient Treatment Services, including Medications for Addiction Treatment**. Respondents to this RFP, who agree to and are evaluated as meeting these minimum guidelines, will form the basis of a list of County-contracted outpatient substance use treatment providers.

When preparing a proposal in response to this request, please:

- Carefully read the entire RFP document before you start, and make sure that all procedures and requirements of the RFP are accurately followed and addressed.
- Review answers to questions posted by bidders (Bidders' Conference and/or questions and answers from website), as noticed in this document.
- Carefully review the entire proposal prior to submittal and use the checklist provided in this RFP to make sure everything has been completed as instructed.
- Submit a complete proposal by the required deadline.

## II. PROJECT DESCRIPTION AND EXPECTATIONS

### A. Project Period

The anticipated contract period is 12 months. Annual renewals are contingent on contract approval, compliance with contract requirements and funding availability. This contract may be renewed for up to 5 years before a new procurement process. The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

### B. Available Funding

Funding associated with services provided as part of this RFP is for 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, and other local and state funding.

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

### C. Project Description

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 opted into the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver in 2017 and oversees a system of care that 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).

To promote client choice and ensure a sufficient network of care, Marin BHRS is seeking providers that offer ASAM 1.0 General Outpatient, ASAM 2.1 Intensive Outpatient and/or Recovery Services **via telehealth**.

**ASAM 1.0 Outpatient Treatment Services:** Provided to beneficiaries when medically necessary

- Adults: up to nine hours a week
- Adolescents: six hours a week

**ASAM 2.1 Intensive Outpatient Services:** Provided to beneficiaries when medically necessary in a structured programming environment:

- Adults: a minimum of nine hours with a maximum of 19 hours a week
- Adolescents: a minimum of six hours with a maximum of 19 hours a week
  - Services for both Outpatient and Intensive Outpatient Treatment Services may include: • Assessment • Care Coordination • Counseling (individual and group) • Family Therapy • Medication Services • MAT for OUD • MAT for AUD and other non-opioid SUDs • Patient Education • Recovery Services • SUD Crisis Intervention Services

**Recovery Services** are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.

Services include the following service components: • Assessment • Care Coordination • Counseling (individual and group) • Family Therapy • Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD. • Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

Applicants must utilize at least two of the following Evidence-Based Practices: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment or Psycho-Education.

#### D. Target Population

Marin BHRS is seeking applicant(s) that provide **one or more of the following services** for Marin County Medi-Cal beneficiaries and Marin low-income uninsured community members:

- ASAM 1.0 General Outpatient, ASAM 2.1 Intensive Outpatient and/or Recovery Support Services for:
  - o Adolescents (12 – 17 years of age); and
  - o Adults (18+ years)

Marin BHRS is also seeking providers that offer one or more of the following services or specialties:

- o Gender-Responsive Services (e.g. Women's and/or Perinatal Services)
- o Services provided in Spanish
- o Medications for Addiction Treatment for Alcohol Use Disorders
- o Medications for Addiction Treatment for Opioid Use Disorders
- o Services for clients with co-occurring substance use and mental health conditions

#### E. Intended Outcomes, Goals, or Objectives:

The purpose of this RFP is to generate a list of qualified Outpatient telehealth providers that may be contracted with to provide services to eligible Marin County Medi-Cal and low income (<138% FPL) uninsured populations.

#### F. Reporting and Performance Requirements

The grantee will be required to meet mutually developed reporting requirements, including but not limited to entering client data, charting of engagement activities and billing in the Marin Electronic Health Record system (SmartCare), participating in a mid-year site visit, completing an annual report, and other DMC-ODS or SABG requirements.

#### G. Applicant Eligibility:

Applicant must have a minimum of three (3) years of experience providing the services being proposed as part of this RFP. The applicant must be legally entitled to provide outpatient substance use services in the State of California and must be Drug/Medi-Cal Certified. 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.

### III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

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

The contractor shall be required to comply with the Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations; this Request for Application RFP-HHS-2023-13; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract 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 County's Standard Professional Services Contract. In addition to the requirements above, the contractor shall comply with Public Law 102-321 (1992) which enacted the Alcohol, Drug Abuse, and Mental Health Reorganization Act, 42 CFR Part 96; Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations.

The applicant shall also comply with relevant regulations, including but not limited to, the County's DMC-ODS Intergovernmental Agreement with DHCS, Drug/Medi-Cal Certification Standards and applicable DHCS Information Notices, such as [BHIN 23-001](#) (DMC-ODS Requirements), [BHIN 22-019](#) (Documentation Requirements for DMC-ODS) and [BHIN 23-018](#) (Updated Telehealth Guidance for Substance Use Services).

#### B. Insurance

The County requires that contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as an 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. Prior to submitting an application it is strongly suggested that applying entities be certain of the ability to secure this insurance and the additional insured endorsement if they are awarded the contract.

Insurance can be waived in some instances by submitting Exhibit C – attached to a Professional Services Contract. 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 Insurance can be waived
- Not a certified/ licensed "professional" – certain professional liability can be waived

#### C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice through the Marin County Electronic Health Record 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 Electronic Health Record 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, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the annual allocation will not be reimbursed.
2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-

OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.
4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
  - a. Conflict of interest policy for staff and governing boards, if applicable.
  - 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. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services. 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.
12. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.

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

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

#### IV. 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	May 22, 2023
RFP Released to Prospective Applicants	May 22, 2023
Question/Answer Period Opens	May 22, 2023
Bidder’s Conference	June 1, 2023 (10am – 11am PST)
Question/Answer Period Closes	June 5, 2023 (3pm PST)
RFP Answers Posted	By June 7, 2023
RFP Due	June 14, 2023 (3pm PST)
Application Review and Selection Process	Mid/Late June 2023
Notification of Intent to Award	Late June 2023
Board of Supervisors contract approval*	July/August 2023
Contract Start Date**	July/August 2023

\*Date subject to Board of Supervisors schedule and County budget and contract processes.

\*\*Contract start date is contingent upon the approval of the Board of Supervisors.

#### V. APPLICATION INSTRUCTIONS

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



A. Applicant Capability (See Page Limits Below - Use Template Provided in Attachment A)

1. **Applicant Information (No Page Limit – Use Attachment A Template):** Complete and sign the Cover Page. Include (1) Legal Name Entity Submitting Letter of Interest, (2) Contact Name, (3) Address, (4) Telephone Number (5) E-mail, (6) Federal Tax ID, (7) DMC Number, (8) DHCS 6-Digit Provider ID, and (9) Signature, Printed Name, Title and Date.
2. **Applicant Narrative (Three Page Limit – Use Attachment A Template):** Using the template provided, respond to the questions noted in Attachment A.

B. Budget

The following is a FY 2023-24 standardized fee schedule for outpatient services **delivered via telehealth** by Provider type for direct patient care. If selected for contracting, the County will work with provider(s) to identify applicable CPT codes and projected units of service by practitioner type.

<b>Direct Service Staff – Provider Type</b>	<b>Rate Per Hour (Telehealth)</b>
<i>Psychiatrist/ Contracted Psychiatrist</i>	\$770.54
<i>MD (typically in SUD system of care)</i>	\$770.54
<i>Physician’s Assistant</i>	\$345.58
<i>Nurse Practitioner</i>	\$383.18
<i>Registered Nurse (RN)</i>	\$312.98
<i>Certified Nurse Specialist</i>	\$383.18
<i>Licensed Vocational Nurse (LVN)</i>	\$164.42
<i>Pharmacist</i>	\$368.84
<i>Licensed Psychiatric Technician</i>	\$140.96
<i>Psychologist/Pre-licensed Psychologist</i>	\$340.87
<i>LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA</i>	\$244.54
<i>Occupational Therapist</i>	\$266.95
<i>Mental Health Rehab Specialist</i>	\$193.50
<i>Certified Alcohol and Drug Counselor</i>	\$166.50
<i>Certified Peer Recovery Specialist</i>	\$159.30
<i>Registered Alcohol and Drug Counselor</i>	\$153.00
<i>Other Qualified Providers</i>	\$151.20

**VI. APPLICATION SUBMISSION REQUIREMENTS**

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation, and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency

subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney 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. 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.
9. 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 HHS or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
10. 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 Marin County staff or members of the selection review committee.
11. 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.
12. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

## B. Submission Deadline and Format

Please upload a PDF version of your application including all attachments **no later than 3:00 PST on 6/14/2023**. No verbal applications will be considered. <https://www.marinhhs.org/rfp/2023-13>.

1. 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 via upload PDF on standard 8-1/2" x 11", typed, 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. All questions and responses should be submitted by 6/5/2023 (3pm PST) will be available on the County's website on or before 6/7/2023. No telephone consultation will be provided. **Questions must be submitted via the County website at <https://www.marinhhs.org/rfp>**
- (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 <https://www.marinhhs.org/rfp>

Date: 6/1/2023

Time: 10am – 11am PST

Location:

Zoom: <https://us06web.zoom.us/j/88345526225?pwd=aTZadlZiZXovbjRpeEhTRmV0NmU3dz09>

Meeting ID: 883 4552 6225 / Passcode: 628630 / Telephone: 1-669-444-9171

## VII. APPLICATION REVIEW AND SELECTION PROCESS

### A. Application Review and Selection

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

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee will be comprised of parties knowledgeable about the services sought by this RFP from diverse backgrounds, **including persons with lived experience from the target population of this RFP**, representatives from other county departments, representatives from local advisory boards or community-based organizations, and/or any other individuals that HHS deems capable and appropriate for the selection of potential providers. The committee shall not include any 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 B. The County reserves the right to seek clarifying or additional information from applicants, potentially including agency interviews.

The committee will make an award recommendation 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. 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 emailed to all applicants evaluated by the committee.

### B. Post Award

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

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by HHS, 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, contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

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

### C. Protest Procedures

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.

## VIII. Attachments

### ATTACHMENT A – Application

#### Marin County Department of Health and Human Services Division of Behavioral Health and Recovery Services

#### Outpatient Substance Use Treatment – Telehealth (RFP-HHS-2023-13)

##### A. Applicant Information

Legal Entity Name	
Applicant Contact Name	
Address	
Telephone	
E-mail	
DMC Certification Number	
6-Digit DHCS Provider ID	
Federal Tax ID	
<b>Certification:</b> The applicant certifies to the best of 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 that the costs of the project can be carried by the applicant for at least 60 days at any point during the term of the contract.	
Signature	
Printed Name	
Title	
Date	

**B. Applicant Narrative**

1. Please check all of the applicable fields your organization is applying to provide as part of this RFP.

<i>Check All That Apply</i>	<b>Adolescent (12-17 years)</b>	<b>Adult (18+ years)</b>
<b>ASAM Level of Care</b>		
General Outpatient	<input type="checkbox"/>	<input type="checkbox"/>
Intensive Outpatient	<input type="checkbox"/>	<input type="checkbox"/>
Recovery Services	<input type="checkbox"/>	<input type="checkbox"/>
<b>MAT for OUD</b>		
Provide Directly	<input type="checkbox"/>	<input type="checkbox"/>
Provide Via Referral	<input type="checkbox"/>	<input type="checkbox"/>
<b>MAT for AUD</b>		
Provide Directly	<input type="checkbox"/>	<input type="checkbox"/>
Provide Via Referral	<input type="checkbox"/>	<input type="checkbox"/>
<b>Linguistic Capabilities</b>		
Spanish-Speaking Treatment Staff	<input type="checkbox"/>	<input type="checkbox"/>
<b>Co-Occurring Capacity</b>		
Serve Clients with Mild/Moderate Mental Health	<input type="checkbox"/>	<input type="checkbox"/>
Serve Clients with Serious Emotional Disturbance/Serious Mental Illness	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Specialty Services/Populations Served</b>		
Gender-Responsive (e.g. Women's/Perinatal): Describe	<input type="checkbox"/>	<input type="checkbox"/>
LGBTQ+	<input type="checkbox"/>	<input type="checkbox"/>
Criminal Justice Involved	<input type="checkbox"/>	<input type="checkbox"/>
Other: Describe	<input type="checkbox"/>	<input type="checkbox"/>
Other: Describe	<input type="checkbox"/>	<input type="checkbox"/>

2. Please describe your agency's experience providing the services being proposed as part of this RFP. In your response, include:

- a. Number of years providing the applicable services
- b. Number of years holding DMC certification
- c. Overview of programming/curricula, including Evidence-Based Practices used
- d. Strategies to provide culturally and linguistically responsive services
- e. Summary of key performance measures and outcomes
- f. Number of California counties currently contracted to Provide DMC-ODS services, if any

3. Please describe your approach to collaborating with community-based providers for the purpose of coordinating care transitions and/or coordinating with primary care, mental health and/or other care team members.

4. Please list the projected Practitioner types expected to provide services if awarded a contract.

## Attachment B – Scoring Instrument

### Outpatient Substance Use Treatment – Telehealth (RFP-HHS-2023-13)

ENTITY 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?		
<b>Technical Detail</b>	Within page limit requirements and appropriate formatting?		
	Completed Matrix of Proposed Services		

Section	Criteria to consider	Points Available	Points Awarded
<b>Applicant Capability</b>			
<i>Overall Experience</i>	Clear description of agency's experience providing the services being proposed as part of this RFP, including: <ol style="list-style-type: none"> <li>1. Number of years providing the applicable services</li> <li>2. Number of years holding DMC certification</li> <li>3. Overview of programming/curricula, including Evidence-Based Practices used</li> <li>4. Strategies to provide culturally and linguistically responsive services</li> <li>5. Summary of key performance measures and outcomes</li> <li>6. Number of California counties currently contracted to Provide DMC-ODS services, if any.</li> </ol>	15	
	Overall quality/relevance of experience to proposed project	15	
<i>Coordination/ Collaboration</i>	Clear description of approach to collaborating with community-based providers for the purpose of coordinating care transitions and/or coordinating with primary care, mental health and/or other care team members.	10	
	Overall quality/relevance of experience to proposed project	10	
<i>Practitioner Types</i>	Listed Practitioner types expected to provide services if awarded a contract.	5	
	Practitioner types are applicable for the services and expertise for the identified services	5	
<b>TOTAL</b>		<b>60</b>	

Additional Comments:

Reviewer's Name:

Signature:

\_\_\_\_\_



**ATTACHMENT C – County Professional Services Contract**

**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: Outpatient/Intensive Outpatient Services (Telehealth); 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: County of Marin  
Behavioral Health and Recovery Services  
 Dept./Location: 10 N San Pedro Rd, Suite 1015, San Rafael, CA  
 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 checked="" type="checkbox"/> <b>Scope of Services</b>	
<b><u>EXHIBIT B.</u></b>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> <b>Exhibit I - Substance Use Services and Business Associate Agreement</b>	
<b><u>EXHIBITS (HHS USE ONLY)</u></b>	<input type="checkbox"/>	
	<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: \_\_\_\_\_  
 President, Board of Supervisors

=====

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

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