



SANTA BARBARA COUNTY  
DEPARTMENT OF  
**Behavioral Wellness**  
A System of Care and Recovery

**Residential Treatment Services  
Request for Proposal (RFP)  
FYs 2018-2021**

**Release Date: October 9, 2017**

**Bidders' Conference (attendance highly recommended):**

**October 25, 2017**

**(9:30-11:30 AM)**

Santa Ynez Valley Marriott  
555 McMurray Road  
Buellton, CA 93427  
(Santa Rita Hills Conference Room)

**Deadline: November 13, 2017, 3pm**

**Proposals must be delivered to:**

Santa Barbara County Department of Behavioral Wellness  
Attention: Qiuana Lopez, Ph.D. – Contracts Department  
300 N. San Antonio Rd. Bldg 3 • Santa Barbara, CA 93110

with an electronic copy to: [bwellrfp@co.santa-barbara.ca.us](mailto:bwellrfp@co.santa-barbara.ca.us)

RFP contact information:

Qiuana Lopez, Ph.D. - Contracts Specialist  
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**Attachments:**

Exhibits A-E **must** be submitted with the proposal. Exhibits F-H are included for reference.

Exhibit A – RFP Application Cover Sheet

Exhibit B – Excel Budget Template

(Editable version available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>)

Exhibit C – Customer References

Exhibit D – Cultural Competence

Exhibit E – Pre Award Risk Assessment

Exhibit F – Treatment Perceptions Survey

Exhibit G – County Standard Terms, Indemnity, and Insurance Requirements

Exhibit H – Bidders Conference Notification

**CALENDAR OF KEY EVENTS**

<b>ACTIVITY</b>	<b>DATE*</b>
Release of Request for Proposal .....	October 9, 2017
Bidders Conference (attendance recommended, not mandatory) at 9:30 am – 11:30 am .....	October 25, 2017
RFP Questions Due to Behavioral Wellness by 3:00pm .....	October 27, 2017
Responses to Questions posted to Behavioral Wellness RFP website at 5:00 pm .....	October 31, 2017
Proposals Due to Qiuana Lopez, Contracts Analyst, by 3:00 pm .....	November 13, 2017
Proposal Review by Committee .....	November 15- November 28, 2017
Notification of Intent to Award .....	December 1, 2017
Appeals Period .....	December 4 – December 14, 2017
Notification of Appeal Results .....	December 22, 2017

\* Dates are subject to change at sole discretion of Santa Barbara County, except for Questions Due or Proposals Due. If these two dates change, the change will be published via Addendum attached to the RFP.

## **INTRODUCTION**

The Santa Barbara County Department of Behavioral Wellness Alcohol and Drug Services Division invites proposals from qualified applicants to provide clinically managed Residential Withdrawal Management and Treatment Services, perinatal and non-perinatal, for adults diagnosed with substance use disorders in accordance with the terms, conditions and specifications contained herein.

Santa Barbara County currently lacks non perinatal and DMC perinatal Residential Treatment Services. This RFP will serve to address a serious gap and imbalance in treatment services and begin transforming our current perinatal residential services into a DMC-ODS system of care. We anticipate funding thirty two (32) Residential Treatment Services beds, at least six (6) of which will be for perinatal Residential Treatment Services. At least five (5) of these beds will be dedicated to Level 3.2 Withdrawal Management Services.

Upon issuance of a contract, Santa Barbara County treatment providers will be required to meet new Substance Use Disorder (SUD) treatment service requirements under the Drug Medi-Cal Organized Delivery System (DMC-ODS) pilot. The DMC-ODS Pilot seeks to test a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with a substance use disorder. The DMC-ODS pilot will demonstrate how organized SUD care increases the success of DMC beneficiaries while decreasing other system health care costs and seeks to provide clients with access to the care and system coordination needed to achieve sustainable recovery. Critical elements of the DMC-ODS pilot include:

1. Providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for SUD treatment services;
2. Increasing local control and accountability with greater administrative oversight;
3. Creating utilization controls to improve care and efficient use of resources;
4. Increasing program oversight and integrity;
5. Providing treatment services for the criminal justice population;
6. Expanding the SUD treatment workforce by including Licensed Practitioners of the Healing Arts - for the assessment of clients and other functions within their scope of practice;
7. Requiring evidence-based practices (EBPs) in substance abuse treatment; and
8. Increasing coordination with other systems of care including primary care and mental health.

Applicants are required to: 1) develop proposals that reflect their organizational treatment capacity and experience in providing the SUD treatment level of care for which a proposal is being submitted; and 2) justify costs within their budget narratives for providing all required services identified in the RFP and DMC-ODS pilot.

More information on Santa Barbara County's DMC-ODS Pilot County Plan can be found on the Department of Health Care services website at <http://www.dhcs.ca.gov/provgovpart/Pages/Drug-Medi-Cal-Organized-Delivery-System.aspx>.

## **SCOPE OF WORK**

The current RFP is for non-perinatal and perinatal Levels 3.1, 3.3, and/or 3.5 Residential Treatment Services as well as Levels 3.2 and/or 3.7 Withdrawal Management. It should be noted that all DMC-reimbursed Withdrawal Management (detoxification) must be provided within DMC residential facilities. Additional points will be awarded and preference given to applicants who can provide Residential Treatment Services 3.3 and 3.5 and Withdrawal Management 3.7.

### **1. RESIDENTIAL SERVICES/ASAM LEVEL OF CARE 3.1, 3.3 and 3.5 OVERVIEW**

Level 3 Residential Treatment Services create a positive recovery environment where clients are able to develop, practice, and demonstrate the recovery skills they need to prevent immediate relapse and not to continue substance use after transitioning. Level 3 programs promote continuity of care and community reintegration through seamless and overlapping intensities of outpatient services. Programs make admission, continued service and discharge decisions based on the clinical evaluation of a client's assessed needs and treatment progress. When a client has improved sufficiently to be ready for discharge or transfer to a lower level of care, staff are advocates for client discharge and transition, including engagement with the courts if needed.

All Level 3 providers must have capacity to provide case management services conducted by on-site staff, coordination of related addiction treatment, health care, mental health, and social, vocational, or housing services (provided concurrently) and the integration of services with other levels of care. Applicants must demonstrate capacity within their proposals to provide the required service, coordination and integration components of Residential Treatment Services. In addition, the most qualified applicant will be capable of providing a full continuum of care with the intention of offering other Organized Delivery System services in the County. Examples of this include the ability to provide and/or link and coordinate clients to Medicated Assisted Treatment (MAT) throughout a client's stay in Residential Treatment Services and linkage of clients to outpatient services upon discharge. Although this is not a disqualifying requirement, an applicant must show capacity to provide the linkage to other service providers in the County during and after Residential Treatment Services.

Please note: All Residential Treatment Services must be authorized by the Santa Barbara County Department of Behavioral Wellness Quality Control Management Division (QCM) which conducts residential authorization approvals within the 24-hour requirement. On-going assessments occur every 30 days of the client's plan for the purpose of determining the appropriate level of care. After Drug Medical Certification is designated for the residential treatment facility, assessments will continue to be authorized by the County. Applicants must describe a process for obtaining County authorization approval to provide residential services to clients.

All Level 3/Residential Treatment Services licensed facilities must complete the *DHCS ASAM Residential Level of Care Designation Questionnaire*. For more info, please see: [http://www.dhcs.ca.gov/provgovpart/Documents/ASAM\\_Designation\\_Questionnaire\\_8-19-15.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/ASAM_Designation_Questionnaire_8-19-15.pdf)

Santa Barbara County Department of Behavioral Wellness, Alcohol and Drug Services Division is seeking proposals from qualified applicants for Residential Treatment Services/ASAM Level 3.1 for adults, non-perinatal and perinatal. A description of Level 3.3 and 3.5 is included in this RFP because Levels 3.3 and 3.5 will be required within three (3) years of DMC-ODS implementation.

Applicants who can provide Level 3.3 and/or 3.5 services will be given additional points over those who are not ASAM designated in these increased levels of services.

Level 3.1 is Clinically Managed Low Intensity Residential Treatment Services, Level 3.3 is Clinically Managed Population Specific High Intensity Residential Treatment Services and Level 3.5 is Clinically Managed High-Intensity Residential Treatment Services. Level 3.3 goes beyond providing a supportive living environment for clients with substance use disorders to providing more intensive treatment services for clients with population specific issues. Level 3.5 provides more intensive care than Levels 3.1 and 3.3 with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment.

Following is a description of the ASAM Criteria required components, staffing, support/collaborative partnerships and assessment and treatment plan review for Levels 3.1, 3.3, and 3.5. Applicants must review requirements for each level of care carefully and demonstrate organizational and staffing capacity to meet all requirements for the Level 3 Residential Treatment Services proposed to be provided.

The components of all Residential Treatment Services include:

- Intake;
- Individual and Group Counseling;
- Patient Education;
- Family Therapy;
- Safeguarding Medications;
- Collateral Services;
- Crisis Intervention Services;
- Treatment Planning;
- Transportation Services (Provision of or arrangement for transportation to and from medically necessary treatment); and
- Discharge Services.

A. Level 3.1 Residential Treatment Services

Level 3.1 program services are usually offered in a freestanding, appropriately licensed facility located in the community. The length of stay in Level 3.1 programs tend to be longer than in the more intensive residential levels of care (e.g. Level 3.3 or Level 3.5).

Level 3.1 programs are supportive living environments with 24-hour staff and closely integrated clinical/treatment services.

Clients served in Level 3.1 programs are usually assessed as having severe substance use disorders (SUD) and who typically experience challenges in applying recovery skills, self-efficacy or lack connections to work, education or family life. The 24-hour structure under Level 3.1 provides clients the opportunity to develop and practice their interpersonal and group living skills, strengthen their recovery skills, reintegrate into the community and

family, and begin or resume employment or academic pursuits. Clients placed in Level 3.1 also may not yet acknowledge that they have a substance use or other addictive challenge. They could be living in a recovery environment that is too unstable to permit treatment in an outpatient setting, needing Residential Treatment Services to minimize continued substance use and/or other addictive behavior. In addition, Level 3.1 clients are often at early stages of readiness to change, requiring monitoring and motivating strategies to prevent deterioration, engage them in treatment and facilitate their progress through the stages of change to recovery.

Desired characteristics of recovery-focused, supportive Residential Treatment Services include:

- Residential treatment provides a physically and emotionally safe, secure and respectful environment;
- Sobriety requirements are supported by clients to support their wellness;
- Residential treatment is located in the community, and clients are supported in connecting with services, supports, employment and social activities;
- Providers and clients value the voice and experience of peers who have experienced addiction challenges;
- Client rights and responsibilities are clear and consistent;
- Clients are accountable for how their behaviors impact their residential stability and the wellness of others in housing;
- Residential stability is a priority for recovery and to prevent relapse – if a client is leaving treatment by choice or transitioning to another level of care, every effort is made to connect him or her to safe housing and recovery supports.

The Santa Barbara County Department of Behavioral Wellness is interested in residential models that provide up to ninety (90) -day intensive services (with up to two, 30-day reauthorizations) that link clients to housing and job training, medication management services and other levels of care through case management services. It is anticipated that the average length of stay will be approximately forty five (45) – sixty (60) days.

i. Level 3.1 Required Components

There are two primary components of Level 3.1 programs: a clinical services component and a recovery board and care services component as follows:

a. Clinical Services Component

Level 3.1 provides at least fourteen (14) hours of clinical services per week with the intensity determined by a client's clinical needs. Treatment services focus on improving a client's readiness to change and/or functioning and coping skills. Services may include individual, group and family therapy/counseling, medication management and medication education, mental health evaluation and treatment, vocational rehabilitation, job placement and either introductory or remedial like skills workshops.

b. Recovery Board and Care Component

The second component of Level 3.1 care requires a structured residential

environment, staffed 24 hours a day, which provides support and stability to prevent or minimize relapse or continued use and continued problem potential. Client interpersonal and group living skills generally are promoted through the use of community or house meetings of residents and staff to facilitate bonding and cohesion among recovering clients, reinforce recovery concepts and norms, and introduce clients to the larger recovery community and recovery-oriented resources.

ii. Level 3.1 Support Systems

Level 3.1 Residential Treatment Services must demonstrate capacity for the following supports:

- a. 24-hour structure with available trained personnel providing a minimum of fourteen (14) hours clinical services. 24/7 telephone or in person consultation with physicians and emergency services;
- b. Access to other levels of care that are directly affiliated or closely coordinated referrals to more or less intensive levels of care, such as ASAM 2.1/Intensive Outpatient Services, as well as other services such as adult education.

iii. Level 3.1 Staffing Requirements

Level 3.1 programs must demonstrate sufficient levels of staffing capacity including:

- a. Health Professional staff such as counselor aides or group living workers who are available onsite 24-hours per day or as required by licensing regulations;
- b. Clinical staff who are knowledgeable about the biological and psychosocial dimensions of substance use disorders and their treatment and are able to identify signs and symptoms of acute psychiatric conditions including psychiatric decompensation;
- c. A multi-disciplinary team comprised of appropriately trained and credentialed medical, addiction and mental health professionals;
- d. On-site or closely coordinated referrals to appropriately credentialed medical staff to assess and treat co-occurring client biomedical disorders and monitor client administration of medications;
- e. On-site or closely coordinated referrals to appropriately credentialed mental health professionals to assess and treat co-occurring disorders in consultation with addiction- trained psychiatrists.

While physicians, advanced registered nurse practitioners and physician assistants are not involved in direct services as staff, an addiction physician is desired to review admission decisions to confirm clinical necessity of services.

iv. Level 3.1 Assessment/Treatment Plan Review Components

In addition to providing required case management, service coordination and integration with other Level 3 services and ASAM levels of care, Level 3.1 programs must demonstrate capacity for assessment and treatment plan review as follows:

- a. Individualized, comprehensive biopsychosocial assessment of each client's substance use disorder, conducted or updated by staff who are knowledgeable about addiction treatment, to confirm the appropriateness of placement in Level 3.1 and to help guide the individualized treatment planning process;
- b. An individualized treatment plan developed in partnership with the client that involves challenges, needs, strengths, skills, priority formulation, and articulation of short-term, measurable treatment goals, preferences and activities designed to achieve those goals;
- c. A biopsychosocial assessment, treatment plan, and updates that reflect a client's clinical progress;
- d. A physical examination performed as defined by a program's policy or Drug Medi-Cal requirements, and as determined by a client's medical condition.

**B. Level 3.1 Perinatal Residential Treatment Services**

All of the above Residential 3.1 service components apply to perinatal and non-perinatal residential services with the following additions for perinatal services:

- i. Perinatal residential providers will be experienced and knowledgeable in perinatal issues;
- ii. Gender specific treatment services will be provided;
- iii. Childcare and transportation services will be provided;
- iv. Trauma informed counseling services will be emphasized.

**C. Level 3.3 Residential Treatment Services**

The provision of Residential Treatment Services 3.3 – Clinically Managed Population Specific High-Intensity Residential Services – is not required for this RFP. However, additional points will be given to applicants who can provide 3.1, 3.3, and/or 3.5 Residential Treatment Services.

Level 3.3 programs provide a structured recovery environment in combination with high-intensity clinical services provided in a manner to meet the functional limitations of patients to support recovery from substance related disorders. For the typical patient in a Level 3.3 program, the effects of the substance use disorder or a co-occurring disorder resulting in cognitive impairment on the individual's life are so significant, and the resulting level of impairment so great, that outpatient motivational and/or relapse prevention strategies are not feasible or effective. Similarly, the patient's cognitive limitations make it unlikely that he/she could benefit from a lower level or residential care.

Level 3.3 programs require twenty four (24) hour care in an intensive environment. Client needs across the ASAM Dimensions, especially Dimension three (3) – Emotional, Behavioral or Cognitive Conditions or Complications – are of such severity that they cannot be treated in less intensive levels of care and require comprehensive, multi-faceted treatment approaches to address the interrelated challenges clients have. Level 3.3 Residential Treatment Services may need to be more repetitious, deliberate and slow, depending on client cognitive limitations. A minimum of twenty (20) hours of treatment services per week is required for this level of residential care.

The main treatment goal of Level 3.3 Residential Treatment Services is to address clients with co-occurring mental health and substance use disorders (COD) to reduce substance related harm and promote abstinence from alcohol and other drugs. In doing so, treatment promotes and supports a change in client lifestyles, attitudes and values. Treatment is tailored to a client's readiness for change and pace for change.

i. Level 3.3 Staffing Requirements

Level 3.3 programs must demonstrate sufficient levels of staffing capacity including:

- a. Licensed or certified clinical staff such as addiction counselors, social workers, or licensed professional counselors working in multi-disciplinary teams.
- b. Health professional staff such as counselor aides or group living workers who are available on-site 24-hours a day or as required by licensing regulations including one or more clinicians with competence in SUD treatment available on-site 24 hours or available by phone;

ii. Level 3.3 Clinical Components:

In addition to providing required case management, service coordination and integration with other Level 3 services and levels of care, Level 3.3 programs must demonstrate capacity to offer the following therapies:

- a. Daily clinical services to improve the client's ability to structure and organize the tasks of daily living and recovery and develop and practice prosocial behaviors;
- b. Planned clinical program activities designed to stabilize and maintain the stability of client addiction symptoms and develop/apply recovery skills such as relapse prevention, exploration of interpersonal and choices, and development of a social network supportive of recovery;
- c. Counseling and clinical monitoring to assist client with successful initial involvement or re-involvement in regular, productive daily activities and reintegration into family living, if appropriate, and health education services;
- d. Random drug screening to monitor progress and reinforce treatment progress as appropriate to the client's treatment plan;
- e. A range of cognitive, behavioral, and other evidence based therapies administered on an individual and group basis, medication education and management, educational groups, and occupational or recreational activities adapted to the client's developmental stage and level of understanding;
- f. Regular monitoring of client adherence to taking prescribed medications and/or any permitted over-the-counter medications or supplements;
- g. Motivational enhancement and engagement strategies appropriate to a client's stage of readiness and desire to change;
- h. Counseling and clinical interventions to facilitate teaching a client the skills needed for productive daily activity and successful reintegration into family living, if indicated, and health education services;
- i. Daily scheduled professional addiction and treatment services designed to develop and apply recovery skills; and

- j. Planned clinical activities to enhance a client's understanding of his or her substance use disorders.

- iii. **Level 3.3 Assessment/Treatment Plan Review Requirements**

Level 3.3 programs must demonstrate capacity to support regular assessment of client needs and progress on treatment goals including:

- a. Individualized, comprehensive biopsychological assessment of each client's substance use disorder, conducted or updated by staff who are knowledgeable about addiction treatment, to confirm the appropriateness of placement in Level 3.3 and to help guide the individualized treatment planning process;
- b. An individualized treatment plan developed in partnership with the client that involves challenges, needs, strengths, skills, priority formulation, and articulation of short-term, measurable treatment goals, preferences and activities designed to achieve those goals;
- c. A biopsychosocial assessment, treatment plan, and updates that reflect a client's clinical progress, reviewed by a multi-disciplinary treatment team;
- d. A physical examination performed as defined by a program's policy or Drug Medi-Cal requirements, and as determined by a client's medical condition.

**D. Level 3.5 Residential Treatment Services requirements**

Level 3.5 is clinically-managed high-intensity residential treatment that serves clients who need 24-hour safe and stable living environments to gain recovery skills to prevent immediate relapse or continued use in an imminently dangerous manner upon transfer to a lower level of care.

Clients in Level 3.5 have addiction challenges that have escalated to the point that they need a 24-hour supportive environment to either begin or continue a recovery process that has not progressed. Client needs across the ASAM Dimensions are of such severity that they cannot be treated safely in less intensive levels of care and require comprehensive, multi-faceted treatment approaches to address the interrelated challenges clients have.

The main treatment goals of Level 3.5 Residential Treatment Services are to promote abstinence from substance use and support change in client lifestyles, attitudes and values. Treatment is tailored to the client's level of readiness for change which for some clients could include becoming aware for the first time of the nature of their substance use disorder and/or mental health challenges, and for others, could include a focus on maintaining abstinence and preventing relapse.

Level 3.5 requires 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Clients are able to tolerate and use the full active milieu or therapeutic community

- i. **Level 3.5 Staffing Requirements**

Level 3.5 programs must demonstrate sufficient levels of staffing capacity including:

- a. Licensed or certified clinical staff such as addiction counselors, social workers, or licensed professional counselors working in multi- disciplinary teams.
  - b. Health professional staff such as counselor aides or group living workers who are available on-site 24-hours a day or as required by licensing regulations including one or more clinicians with competence in SUD treatment available on-site 24 hours or available by phone;
- ii. Level 3.5 Required Clinical Components:  
In addition to providing required case management, service coordination and integration with other Level 3 services and levels of care, Level 3.5 programs must demonstrate capacity to offer the following therapies:
- a. Daily clinical services to improve the client's ability to structure and organize the tasks of daily living and recovery and develop and practice prosocial behaviors;
  - b. Planned clinical program activities designed to stabilize and maintain the stability of client addiction symptoms and develop/apply recovery skills such as relapse prevention, exploration of interpersonal and choices, and development of a social network supportive of recovery;
  - c. Counseling and clinical monitoring to assist client with successful initial involvement or re-involvement in regular, productive daily activities and reintegration into family living, if appropriate, and health education services;
  - d. Random drug screening to monitor progress and reinforce treatment progress as appropriate to the client's treatment plan;
  - e. A range of cognitive, behavioral, and other evidence based therapies administered on an individual and group basis, medication education and management, educational groups, and occupational or recreational activities adapted to the client's developmental stage and level of understanding;
  - f. Regular monitoring of client adherence to taking prescribed medications and/or any permitted over-the-counter medications or supplements;
  - g. Motivational enhancement and engagement strategies appropriate to a client's stage of readiness and desire to change;
  - h. Counseling and clinical interventions to facilitate teaching a client the skills needed for productive daily activity and successful reintegration into family living, if indicated, and health education services;
  - i. Daily scheduled professional addiction and treatment services designed to develop and apply recovery skills; and
  - j. Planned clinical activities to enhance a client's understanding of his or her substance use disorders.
- iii. Level 3.5 Assessment/Treatment Plan Review Requirements  
Level 3.5 programs must demonstrate capacity to support regular assessment of client needs and progress on treatment goals including:
- a. Individualized, comprehensive biopsychological assessment of each client's

substance use disorder, conducted or updated by staff who are knowledgeable about addiction treatment, to confirm the appropriateness of placement in Level 3.5 and to help guide the individualized treatment planning process;

- b. An individualized treatment plan developed in partnership with the client that involves challenges, needs, strengths, skills, priority formulation, and articulation of short-term, measurable treatment goals, preferences and activities designed to achieve those goals;
- c. A biopsychosocial assessment, treatment plan, and updates that reflect a client's clinical progress, reviewed by a multi-disciplinary treatment team;
- d. A physical examination performed as defined by a program's policy or Drug Medical requirements, and as determined by a client's medical condition.

iv. Level 3.5 Support Systems

Level 3.5 Residential Treatment Services must demonstrate capacity for the following supports:

- a. 24/7 telephone, telepsychiatry, or in person consultation with physicians, or a physician assistant or nurse practitioner and emergency services;
- b. Access to other levels of care that are directly affiliated or closely coordinated referrals to more or less intensive levels of care, as well as other services such as adult education.

2. *WITHDRAWAL MANAGEMENT/ASAM LEVELS OF CARE 3.2 and 3.7*

Santa Barbara County Department of Behavioral Wellness, Alcohol and Drug Services Division is seeking proposals from qualified providers to include Clinically-Managed Residential Withdrawal Management (WM) Services ASAM Level 3.2 in a Residential Treatment Service facility and/or ASAM Level 3.7 Medically Monitored Inpatient Withdrawal Management.

The components of WM services include:

- Intake;
- Observation;
- Medication Services;
- Discharge Services.

A. Level 3.2 Withdrawal Management

Level 3.2 WM is described as moderate withdrawal services, including 24-hour support to complete withdrawal management and increase the likelihood of continuing treatment or recovery. Clients who need this type of care have intoxication and withdrawal symptoms that require 24-hour structure and support. Level 3.2 WM providers must demonstrate the capacity to appropriately staff and provide these services, which are available and on-site 24-hours a day.

- i. Required Level 3.2-WM Supports include:
  - a. Availability of specialized clinical consultation and supervision for biomedical, emotional, behavioral, and cognitive challenges;

- b. Protocols that allow for medical and nursing interventions if a client's condition deteriorates and require such interventions – Applicants of Level 3.2 WM services must describe their protocols;
  - c. Formal relationships with other level of care (written, approved written approved Qualified Service Organization Agreements (QSOAs for referrals);
  - d. Ability to provide appropriate laboratory and toxicology tests.
- ii. Required Level 3.2-WM services must be staffed by appropriately credentialed staff that is trained and competent in implementing physician-approved protocols for client observation and supervision, determination of appropriate level of care, and support for the client's transition to continuing care. Level 3.2-WM is a social withdrawal management model that is clinically managed and designed to safely assist clients through withdrawal without the need for medical or nursing staff. However, medical evaluation and consultation must be available 24 hours a day.

WM clinicians who assess and treat clients must be able to accurately assess the needs of clients going through withdrawal services. Staff must also be knowledgeable about the symptoms of alcohol and other drug intoxication, withdrawal and appropriate treatments. Staff must also be able to monitor withdrawal conditions as well as support a client's entry into ongoing care.

- iii. Required Level 3.2-WM therapies include daily clinical services to assess and address the needs of each client. This may include appropriate medical services, individual and group therapies and withdrawal support. The following services are provided as clinically necessary depending on a client's progress through Withdrawal Management.
- a. A range of cognitive, behavioral, mental health, and other therapies on an individual or group basis to enhance client understanding of addiction, the completion of the withdrawal management process, and referral to an appropriate level of care for continuing treatment;
  - b. Multi-disciplinary individualized assessment and treatment;
  - c. Health education services; and
  - d. Services to families and significant others.
- iv. Required Level 3.2-WM Assessment and Treatment Plan Review elements include:
- a. An addiction-focused client history, obtained as part of the initial assessment and conducted by or reviewed by a physician during the admission process;
  - b. A physical examination conducted by a physician, physician assistant, or nurse practitioner performed as part of the initial assessment - if self-administered medications are to be used by the client during the course of treatment;
  - c. Sufficient biopsychosocial screening assessments to determine the level of care

placement needed as well for the individualized treatment plan to address treatment priorities identified for ASAM Dimensions 2 through 6;

- d. An individualized treatment plan including problem identification in Dimensions 2 through 6 and development of treatment goals and measurable treatment objectives and activities designed to meet those objectives as they apply to the management of the withdrawal syndrome.
  - e. Daily assessment of progress during withdrawal management and any treatment changes;
  - f. Discharge/transition planning beginning at the admission to WM services; and
  - g. Referrals as needed.
- v. Applicants for Level 3.2-WM services must describe their length of service and discharge criteria in their proposals. These criteria must include:
- a. Withdrawal signs and symptoms are sufficiently resolved so that clients can participate in self-directed recovery or ongoing treatment without the need for further WM monitoring; or
  - b. Client signs and symptoms of withdrawal have failed to respond to treatment and have intensified, requiring a transfer to a more intensive level of WM service; or
  - c. A client is unable to complete withdrawal management at Level 1- WM despite an adequate effort to participate.

**B. Level 3.7 Withdrawal Management**

Level 3.7- WM is an organized service delivered by medical and nursing professionals which provides for 24 hour evaluation and withdrawal management in a permanent facility inpatient beds. Level 3.7 programs are staffed by physicians who are staffed 24 hours a day by telephone.

- i. Required Level 3.7-WM Supports include:
  - a. Availability of specialized clinical consultation and supervision for biomedical, emotional, behavioral and cognitive problems;
  - b. Availability of medical nursing care and observation as warranted based on clinical judgment;
  - c. Direct affiliation with other levels of care;
  - d. Ability to conduct or arrange for appropriate laboratory and toxicology tests.
- ii. Level 3.7-WM services must be staffed by appropriately credentialed staff that is trained and competent in implementing physician-approved protocols for client observation and supervision, determination of appropriate level of care, and support for the client's transition to continuing care.

Level 3.7-WM is a medical withdrawal management model requiring nursing and other medical staff to address the needs of clients who needs more intensive withdrawal management than Level 3.2.

Level 3.7-WM clinicians who assess and treat clients must be able to accurately assess the needs of clients going through withdrawal services. Staff must also be knowledgeable about the symptoms of alcohol and other drug intoxication, withdrawal and appropriate treatments. Staff must also be able to monitor withdrawal conditions as well as support a client's entry into ongoing care.

C. Required Level 3.7-WM therapies include daily clinical services to assess and address the needs of each client. This may include appropriate medical services, individual and group therapies and withdrawal support. The following services are provided as clinically necessary depending on a client's progress through Withdrawal Management:

- i. A range of cognitive, behavioral, mental health, and other therapies on an individual or group basis to enhance client understanding of addiction, the completion of the withdrawal management process, and referral to an appropriate level of care for continuing treatment;
- ii. Multi-disciplinary individualized assessment and treatment;
- iii. Health education services; and
- iv. Services to families and significant others.

D. Required Level 3.7-WM Assessment and Treatment Plan Review elements include:

- i. An addiction-focused client history, obtained as part of the initial assessment and conducted by or reviewed by a physician during the admission process;
- ii. A physical examination conducted by a physician, physician assistant, or nurse practitioner performed as part of the initial assessment - if self-administered medications are to be used by the client during the course of treatment;
- iii. Sufficient biopsychosocial screening assessments to determine the level of care placement needed as well for the individualized treatment plan to address treatment priorities identified for ASAM Dimensions 2 through 6;
- iv. An individualized treatment plan including problem identification in Dimensions 2 through 6 and development of treatment goals and measurable treatment objectives and activities designed to meet those objectives as they apply to the management of the withdrawal syndrome.
- v. Daily assessment of progress during withdrawal management and any treatment changes;
- vi. Discharge/transition planning beginning at the admission to WM services; and
- vii. Referrals as needed.

E. Applicants for Level 3.7-WM services must describe their length of service and discharge criteria in their proposals. These criteria must include:

- i. Withdrawal signs and symptoms that are sufficiently resolved so that clients can participate in self-directed recovery or ongoing treatment without the need for further WM monitoring; or
- ii. Client signs and symptoms of withdrawal that have failed to respond to treatment

and have intensified, requiring a transfer to a more intensive level of WM service; or

- iii. A client who is unable to complete withdrawal management at Level 1-WM despite an adequate effort to participate.
- iv. A client is who unable to complete withdrawal management at Level 3.2 despite an adequate effort to participate.

## **BASIC APPLICANT QUALIFICATIONS**

1. Licensed and Certified Residential DMC Providers, or Outpatient DMC Providers with Residential DMC Certification Pending. DMC Certified Pending Applicants must be DMC Certified by the State of California Department of Healthcare Services. The applicant must currently be providing alcohol and drug treatment services to adults in the State of California; or must be operating alcohol and drug services or other healthcare programs which serve substantial populations of persons with substance related disorders.
2. Basic Regulatory Compliance. Neither the applicant, nor any staff to be assigned to the program which is the subject of this request, shall have been disqualified to provide services which are funded by any Federal or State healthcare program.

To be eligible to contract with the County an individual or entity must not be listed on the current Cumulative Sanction List of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services Administration's list of parties excluded from federal programs, or the California Medi-Cal Suspended and Ineligible Provider List. The County will not review a proposal submitted by an individual or entity found to be on any of these lists.

The County plans to use the following links to identify individuals and entities that are not eligible to contract with the County: <http://exclusions.oig.hhs.gov>, <https://www.sam.gov/portal/public/SAM/>, and Medi-Cal Suspension Search Database. Each bidder should verify that it is not on any list prior to preparing a proposal to submit in response to this solicitation. Correction of any errors found on any sanction list is the sole responsibility of the bidder and must be made prior to the day the proposal is submitted.

The County requires all potential bidders (individuals or entities) to self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal or state law enforcement, regulatory or licensing agency or licensing body, including exclusion from Medicare and Medicaid programs.

During the term of the contract between a selected bidder (the contracting entity or individual) and the County, and in accordance with law, if the contracting entity or individual becomes an ineligible person, the contractor shall be removed from any responsibility and/or involvement with County contracted obligations related to any direct or indirect federal or state health care programs and any other federal and state funds. An ineligible person is defined as any individual or entity who is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated into the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

The County does not require, and neither encourages or discourages, the use of lobbyists or other consultants for the purpose of securing business.

## **REQUIREMENTS OF DMC-ODS PILOT**

### 1. *Evidence Based Practices*

The DMC-ODS Pilot project requires the use of evidence-based practices for SUD treatment to improve client outcomes. Applicants must demonstrate their experience in the provision of evidence-based practice and the capacity to provide at least two (2) of the approved DMC-ODS evidence-based practices (EBPs) through the following at a minimum in their proposals:

- A. Motivational interviewing: A client-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on clients' past successes. The approach also has had success in supporting client engagement and harm reduction for clients not yet motivated to abstain from substance use [www.motivationalinterviewing.org](http://www.motivationalinterviewing.org).
- B. Cognitive Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned. This therapeutic approach has been effective in preventing relapse.
- C. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
- D. Seeking Safety/Trauma-Informed Treatment: Services must take into account an understanding of trauma and place priority on trauma survivors' safety, choice and control. [www.seekingsafety.org](http://www.seekingsafety.org).
- E. Psycho-Education: Psycho-educational groups are designed to educate clients about substance abuse and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to clients' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- F. Acupuncture: Group acupuncture services to assist withdrawal management and relapse prevention.

### 2. *Electronic Health Records and Data Collection Capacity*

Under the DMC-ODS Pilot, counties and their treatment providers will be required to enter timely and accurate data to support the DMC-ODS Pilot evaluation and other quality improvement activities. The UCLA Integrated Substance Abuse Programs Center has identified multiple data sources to evaluate outcomes of the DMC-ODS Pilot across multiple electronic record and data systems.

- A. Applicants must demonstrate they have the organizational capacity to collect and report data to Santa Barbara County within five (5) business days of a request and in compliance with all other State and County of Santa Barbara data system reporting requirements. This includes employing trained staff who are capable and

knowledgeable about collecting, analyzing and reporting data for the following systems:

- i. Santa Barbara County ShareCare and Clinician's Gateway An Electronic Health Record data system.
  - ii. State Drug and Alcohol Treatment Access Report data system (DATAR);
  - iii. State CalOMS Treatment data system.
- B. Applicants must demonstrate that they have program capacity to support data collection and evaluation activities, including the necessary hardware, software, and information technology (IT) resources to support these activities. This includes, at a minimum, demonstrated organizational capacity to:
- i. Provide data for the DMC-ODS Pilot evaluation;
  - ii. Use DHCS and County data collection systems such as ShareCare, Clinician's Gateway, CalOMS Treatment and DATAR;
  - iii. Use electronic health records to review client information and enter screening, prevention, admission and treatment and progress information directly into an electronic record, as well as complete required surveys and assessments to meet all billing documentation, outcomes, quality improvement, and performance measurement and reporting requirements;
  - iv. Use federal, state, and Santa Barbara County functions and systems;
  - v. Identify and train staff required to provide registration and eligibility verification functions within the electronic recordkeeping system in order to meet all scheduling, registration and eligibility related billing, reporting, quality management, and program evaluation and monitoring requirements; and
  - vi. Provide for other required data collection including client satisfaction surveys, ASAM level of care assessments, as well as other data collection requirements not yet identified.
- C. All applicants must demonstrate that they have sufficient capacity and resources including:
- i. Hardware: including a computer on each workstation or desk with sufficient processing power to support real time use of highly complex scheduling, electronic healthcare record and eligibility verification applications;
  - ii. Software: including current internet browser software, Microsoft Office applications to support practice management functions, and VPN or Token share of cost;
  - iii. Connectivity: including high speed internet and local area networking within facilities;
  - iv. Information Technology (IT): support services sufficient to the level of IT resources within programs and facilities including desk top support, computer break fix, networking support, and basic computer training; and

- v. ShareCare and Clinician's Gateway: all applicants are required to use Santa Barbara County's existing EHR systems, ShareCare and Clinician's Gateway.
3. *Evaluation and Quality Management*
- Applicants must demonstrate capacity to collect and submit evaluation and quality improvement data in a timely manner, as well as data for Santa Barbara County's contractor performance objectives.
- A. The UCLA Integrated Substance Abuse Programs has been retained by the State to conduct an evaluation to measure and monitor outcomes from the DMC-ODS Pilot program. All DMC-ODS Pilot counties and their providers are required to participate in the UCLA evaluation. Consistent with the goals of the DMC-ODS pilot, the design of the evaluation will focus on four key areas:
- i. Increased access;
  - ii. Higher service quality;
  - iii. More appropriate costs (e.g. reduced inpatient and ER use); and
  - iv. Improved integration and coordination of care with primary care, mental health and recovery support services. For more information about the scope of UCLA DMC-ODS Pilot evaluation, please see: <http://www.uclaisap.org/ca-policy/assets/documents/DMC-ODS- evaluation-plan-Approved.pdf>.
- B. At a minimum, evaluation data will be collected on the following items:
- i. Client engagement and participation;
  - ii. Client access to treatment services within 72 hours;
  - iii. Client treatment progress and recovery;
  - iv. Client compliance with medications/MAT use;
  - v. Appropriate client utilization of services/ASAM assessments (level of care placements);
  - vi. Successful care transitions and discharges;
  - vii. Collaborative treatment planning with managed care;
  - viii. Case management/navigation support for clients;
  - ix. Client perceptions of service access/quality; and
  - x. Accuracy/quality of CalOMS Treatment, DATAR, and EHR data.

- C. At a minimum, data will be collected on the following QI benchmarks:
- i. Timeliness of first initial client contact to face-to-face appointment;
  - ii. Access to after-hours care;
  - iii. Improved reliability and timeliness of data entry;
  - iv. Reduction in avoidable client hospitalizations;
  - v. Coordination with physical, mental health, other SUD (MAT, NTP) and recovery services;
  - vi. Utilization management/appropriate level of care;
  - vii. Client experience; and
  - viii. Services available in client primary languages.

## **GENERAL INFORMATION ABOUT RFP SUBMISSIONS**

1. Santa Barbara County has attempted to provide all information available with regard to the services described. It is the responsibility of each applicant to review, evaluate, and where necessary, request any clarification of information. All questions regarding the RFP should be directed in writing to [bwellrfp@co.santa-barbara.ca.us](mailto:bwellrfp@co.santa-barbara.ca.us) or asked at the Bidders' Conference. Questions regarding this RFP can be submitted by email no later than **3pm October 27, 2017**. You will receive an email confirmation that the questions have been received. The answers to all questions submitted will be made by addendum and posted along with the original RFP on the Santa Barbara County web site by **October 31, 2017** at 5pm.
2. All applicants are highly encouraged to attend the Bidders' Conference on **October 25, 2017 (9:30 – 11:30 am)** located in mid-County (see attached Bidder's Conference Notification- Exhibit H).
3. All costs incurred in the development, preparation, and submission of an application in response to this solicitation will be solely at the expense of the applicants.
4. All responses to the RFP become the property of Santa Barbara County, and will become public information only upon submission to the Board of Supervisors of any contracts between Santa Barbara County and selected applicants. Proposals are not open or available for inspection until that time.
5. One original signed by an authorized representative of the applicant agency, seven (7) copies held by binder clips, and one electronic copy must be on the premises of Santa Barbara County Behavioral Wellness Administration no later than **3 pm on November 13, 2017**, regardless of postmark date. All copies must include the required Attachments A-E. No other locations will be acceptable. No faxes will be accepted. Please ensure delivery of RFP applications by the deadline to the address listed:

Santa Barbara County Department of Behavioral Wellness  
Attention: Qiuana Lopez, Ph.D. – Contracts Department  
300 N. San Antonio Road, Bldg 3  
Santa Barbara, CA. 93110

with an electronic copy to: [bwellrfp@co.santa-barbara.ca.us](mailto:bwellrfp@co.santa-barbara.ca.us)

6. This RFP does not commit Behavioral Wellness to award funding.
7. Behavioral Wellness reserves the right to:
  - A. Seek additional proposals beyond the final submission date if, in its sole discretion, proposals received do not meet the guidelines or the intent of this RFP.
  - B. Seek additional proposals for 30 days beyond the final submission if the original bidding period was for 40 days or less and only one responsive proposal was received.
  - C. Choose Applicants who are not the lowest bidder.
  - D. Award more than one contract.
  - E. Award a contract on the basis of initial offers received.

## **PROPOSAL REVIEW AND SELECTION PROCESS**

A multiple stage evaluation process will be used to review and/or score technical proposals. Behavioral Wellness will reject any proposal that is found to be non-responsive at any stage of evaluation:

1. Technical Review: A review for completeness will be conducted in the Behavioral Wellness Contracts department.
  - A. Shortly after the proposal submission deadline, Behavioral Wellness staff will convene to review each proposal for timeliness, completeness and initial responsiveness to the RFP requirements. This is a pass/fail evaluation. Any application omitting a required item will not receive further review and will not be considered for funding. Any application that does not completely answer each question will not receive further review and will not be considered for funding.
  - B. In this stage, Behavioral Wellness will compare the contents of each proposal to the claims made by the Applicant on the Required Attachment/Certification Checklist to determine if the Applicant's claims are accurate.
  - C. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Technical Review will be submitted to the Proposal Review Committee.
2. Proposal Review: A Proposal Review Committee made up of consumers, Santa Barbara County employees, Behavioral Wellness staff, and a Behavioral Wellness Commission member will review and rate proposals, using the specified criteria, and evaluating clarity, cost effectiveness, and overall quality. Technical support for the review process will be provided by the Behavioral Wellness Contracts Department.
  - A. The Proposal Review Committee reviewers will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
  - B. Behavioral Wellness will use the evaluation criteria listed below in Application Contents Parts 1-12. The scoring sheet in Exhibit E will be utilized in the evaluation of the applicant's written proposals. The expectation is that those proposals in the competitive range may be considered for contract award.
  - C. In assigning points for individual rating factors, reviewers may consider issues including, but not limited to, the extent to which a proposal response:
    - i. Is lacking information, lacking depth or breadth or lacking significant facts and/or details;
    - ii. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies;
    - iii. Illustrates the applicant's capability to perform all services and meet all scope of work requirements;
    - iv. If implemented, will contribute to the achievement of ADP goals and objectives; and/or
    - v. Demonstrates the applicant's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).
    - vi. Behavioral Wellness will consider a proposal technically deficient and non-

responsive if the proposal earns a score that is less than 75% of the total points. Non-responsive proposals will not advance to Stage 3.

3. Selection: Taking the recommendations of the Proposal Review Committee under advisement, the Behavioral Wellness Director in concert with the Behavioral Wellness Executive Team will make the final selection from among the top applicants and will enter into negotiations with the chosen applicant. Criteria considered will include responsiveness and thoroughness of the proposal, and presentation and perceived ability to carry out the program as specified. Behavioral Wellness will notify all applicants via email of their status and issue a "Notice of Intent to Award."
4. Contract Approval: The Santa Barbara County Board of Supervisors has final authority to approve any contract on behalf of the county. Contracts shall be subject to the County's standard terms and conditions, and standard indemnification and insurance requirements (see Exhibit G). Should the parties fail to agree on contract terms, or should Board approval be denied, this may result in re-negotiation of the contract, the re-advertisement of the solicitation process or any other actions deemed appropriate by Behavioral Wellness.

## **APPEALS PROCESS**

1. A "Notice of Intent to Award" will be posted at the Behavioral Wellness Administrative Office Building 3 on **December 1, 2017**. One will also be posted online at <http://countyofsb.org/behavioral-wellness/bids.sbc> and emailed to all applicants.
2. After the "Notice of Intent to Award" has been posted, applicants may appeal the selection decision made by Behavioral Wellness during the period **December 4, 2017** through **December 14, 2017**. To be considered, appeals must be received in the RFP inbox (bwellrfp@co.santa-barbara.ca.us) **no later than 3:00 p.m. on December 14, 2017**.
3. The appeal must be in writing and directed to the Behavioral Wellness Director stating the reasons, law, rule, regulation or practice on which the protest is based. Behavioral Wellness will notify the applicant of receipt of the appeal.
4. Appeals made after **3:00 p.m. on December 14, 2017** will not be considered. The Appeal Committee, made up of the Director of Behavioral Wellness or his/her designee, a representative of the Proposal Review Committee, and a representative of County Counsel will review and resolve all protests. The Appeal Committee may or may not meet with the appealing applicant.
5. Behavioral Wellness will give written notice to each appealing applicant, setting forth the outcome of the appeal on **December 22, 2017**.
6. Following the County's appeals procedure, the applicant may protest within thirty (30) days to the Department of Health Care Services (DHCS) if it believes that the county erroneously rejected the provider's solicitation for a contract.
7. An applicant may appeal to DHCS, following an unsuccessful contract protest, if the applicant meets all objective qualifications and it has reason to believe the county has an inadequate network of providers to meet beneficiary need and the applicant can demonstrate it is capable of providing high quality services under current rates, and:
  - A. It can demonstrate arbitrary or inappropriate county fiscal limitations; or
  - B. It can demonstrate that the contract was denied for reasons unrelated to the quality of the provider or network adequacy.
8. DHCS does not have the authority to enforce State or Federal equal employment opportunity laws through this appeal process. If an applicant believes that a county's decision not to contract violated Federal or State equal employment opportunity laws, that applicant should file a complaint with the appropriate government agency.
9. An applicant shall have 30 calendar days from the conclusion of the County protest period to submit an appeal to the DHCS. Untimely appeals will not be considered. The applicant shall serve a copy of its appeal documentation on the County. The appeal documentation, together with a proof of service, may be served by certified mail, facsimile, or personal delivery.

10. The applicant shall include the following documentation to DHCS for consideration of an appeal:
  - A. County's solicitation document;
  - B. Applicant's response to the County's solicitation document;
  - C. County's written decision not to contract;
  - D. Documentation submitted for purposes of the county protest;
  - E. Decision from County protest; and
  - F. Evidence supporting the basis of appeal.
  
11. The County shall have 10 working days from the date set forth on the applicant's proof of service to submit its written response with supporting documentation to DHCS.
  - A. In its response, the County must include the following documentation:
    - i. The qualification and selection procedures set forth in its solicitation documents;
    - ii. The most current data pertaining to the number of providers within the County, the capacity of those providers, and the number of beneficiaries served in the County, including any anticipated change in need and the rationale for the change; and
    - iii. The basis for asserting that the appealing applicant should not have been awarded a contract based upon the County's solicitation procedures.

The County shall serve a copy of its response, together with a proof of service, to the provider by certified mail, facsimile, or personal delivery.

- B. Within 10 calendar days of receiving the County's written response to the provider's appeal, DHCS will set a date for the parties to discuss the respective positions set forth in the appeal documentation. A representative from DHCS with subject matter knowledge will be present to facilitate the discussion.
- C. Following the facilitated discussion, DHCS will review the evidence provided and will make a determination.
- D. Following DHCS' determination that the County must take further action pursuant to Paragraph 8 above, the County must submit a Corrective Action Plan (CAP) to DHCS within 30 days. The CAP must detail how and when the County will follow its solicitation procedure to remedy the issues identified by DHCS. DHCS may remove the County from participating in the Waiver if the CAP is not promptly implemented. If the County is removed from participating in the Waiver, the County will revert to providing State Plan approved services.
- E. The decision issued by DHCS shall be final and not appealable.

## **INSTRUCTIONS FOR SUBMITTING AN RFP APPLICATION:**

In preparing an application, please read each of the following sections closely. Your proposal should be directly responsive to the information presented regarding the applicable program (please refer to the Statement of Work).

1. Response: Applicants can respond with proposals for one or more programs, but will need to submit a separate complete proposal package for each program. Employ the Budget Template in Exhibit B to submit the budget for each program. An editable version is available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>.
2. Structure: Proposals must adhere to the format outlined in this RFP. Proposal sections must be labeled in the same way as the corresponding section of the RFP as is written below. Proposals that do not adhere to the RFP format outlined below will be disqualified.
3. Detail: In responding to each section of the RFP, the applicant should document all statements concerning *specific* experience, knowledge, training and capabilities to the fullest extent possible. For example, do not make unqualified statements such as “Our agency has a long history of providing prevention services.” Instead, factual, definitive information will be required such as: “For the past 5 years, our agency has implemented parent education classes serving more than 100 parents in the following locations...”
4. Length and format: Please complete each part of the application in the space indicated by these instructions:
  - A. The RFP narrative may be no longer than the page lengths indicated in this RFP. Please do not include attachments or addenda other than those requested in the application.
  - B. The applicant organization’s name and date should appear in the upper right-hand corner of every page.
  - C. Each application must include a Table of Contents at the beginning of the application package.
  - D. A page number should appear at the bottom right corner of each page.
  - E. The application should be typed in Times New Roman or Arial, font size 12.
  - F. All margins of every page are to be one inch.
  - G. Pages should be double-spaced on 8.5 x 11 – inch plain white paper, single-sided, and justified.
  - H. Applications should not be stapled.
5. Packaging/Delivery: All required sections must be included in the application. The required attachments must be included with the original, signed application. One original and 7 copies of the application must be submitted by 3:00 p.m. on **November 13, 2017**, as well as an electronic copy sent to [bwellrfp@co.santa-barbara.ca.us](mailto:bwellrfp@co.santa-barbara.ca.us). Behavioral Wellness staff will date and time stamp all applications. Applications received after 3:00 p.m. on **November 13, 2017** will not be considered.

Failure to submit applications in the order required or exceeding the allowable page limit will result in rejection of the application. Details about certain requirements are contained below. Please follow the guidelines in the RFP to ensure that you return a complete application package for the County’s consideration.

The requirements outlined in this section are mandatory for all program applications. All applicants must prepare response to these questions.

## **APPLICATION CONTENTS**

Proposals will consist of the following parts, which will be subject to the number of scoring points listed for a total of 175.

### **Part 1. RFP Application Cover Sheet –No points**

Complete the **RFP Application Cover Sheet** that appears at the end of this document (**Exhibit A**). Please include all of the requested information as indicated:

- A. Indicate the program you wish to apply for.
- B. Under Agency Information, include the proposed Project Direct/Lead Staff if known. If unknown, indicate “TBD”. If the agency does not have a website at this time, indicate “N/A”.
- C. Under the “Total Request for Funding of this program” section, the total amount for each program requested by your agency from Behavioral Wellness should appear on the RFP Application Cover Sheet.

### **Part 2. Table of Contents (One page) – No points**

Include page numbers for each required section.

### **Part 3. Organization Overview (Up to 5 pages) - 20 points**

In this section, please present the characteristics of your organization that you think would persuade a reader that your organization is one that can effectively implement Residential Treatment Services in Santa Barbara County. Your organization’s distinguishing characteristics, key staff, and areas of strength should be described here.

- A. Describe your organization’s philosophy and conceptual approach to the delivery of Residential Treatment Services. Delineate your organizations prior experience in providing these services.
- B. Discuss your organization’s experience working as a partner in community collaborative efforts and multidisciplinary teams. Elaborate on your experience and success in sharing information and providing programs within federal confidentiality standards.
- C. Describe the agency’s existing services and how they will relate to the proposed services. Describe your experience in hiring, training and retaining direct service and support staff with expertise in: 1) Residential Treatment Services; 2) Withdrawal Management Services; 3) serving individuals with alcohol & other drug problems.
- D. Describe your experience with process and outcome evaluation, developing data collection systems, and reporting to local funding sources.
- E. Describe your organizations use of an electronic health record or plans and progress towards developing electronic health record and include software used. Please note: successful applicants will be required to use the County’s EHR system.

- F. According to the 2010 Census, the population in Santa Barbara is thirty-eight percent (38%) Latino. Describe the experience and capability of your organization in the provision of linguistically and culturally competent alcohol and drug abuse or related health care services to the Latino community, as well as other cultures. Please elaborate how your agency will hire and train staff to meet these culturally and linguistically appropriate services (CLAS Standards).
- G. Describe the composition of your Board of Directors and/or Advisory Boards, detailing gender, racial and ethnic composition, representation from the local community, representation of consumers and family members, and board members' local affiliations which could assist in mobilizing local efforts to expand community support for the local project.

**Part 4. Program Narrative (Up to 12 pages) – 60 points**

This section of the proposal should present a comprehensive statement of the proposed program and how the applicant would go about developing, administering and evaluating it. Applicants are reminded to review the appropriate section(s) of the Statement of Work for this RFP to ensure that the narrative addresses the categories of services which will be provided through this application. In particular, applicants should be attentive to the stated expectations and key program outcomes.

The maximum number of points for the Program Narrative is 60 points. Points will be assigned as follows for each of the segments comprising the Program Narrative. Applications shall be arranged as follows and divided into the following headings:

**A. Start-Up Activities – 5 points**

Please describe your ability to rapidly complete the start-up process and the specific start-up activities required to implement the proposed program. For each activity, describe the amount of time required for completion, and individual(s) responsible for ensuring that the activities are carried out. This section should include at a minimum:

- i. Whether you currently have a license to provide Residential Treatment Services from the DHCS.
- ii. Whether you are currently DMC Certified to provide Residential Treatment Services in the State of California. If so, please indicate the ASAM levels for which you are currently designated for.
- iii. If not currently certified by DHCS to provide Residential Treatment Services, please indicate application status.
  - Please note that a contract for service will not begin until Residential Services are licensed and DMC Certified by DHCS.
- iv. Whether you can commit to submitting a Drug Medi-Cal (DMC) Certification application within one month of notice of intent to award a contract following this RFP. Describe any barriers your organization may have in the initial application and methods to ensure these are overcome in order to achieve the DMC Certification.
  - Please note that a contract for service will not begin until a DMC Certification has been acquired.

**B. Service Provisions and Methods – 30 points**

Please describe:

- i. How the program will incorporate and advance evidence based alcohol and drug treatment services and the systems that you will utilize to update the program on the basis of new developments in this area;
- ii. Your vision of delivery of services such as, location, the number of beds, number and types of clients (perinatal or non-perinatal), service level(s), type of staffing, coordination from Withdrawal to Residential Treatment Services, and linkage to other services throughout the client stay and at discharge;
  - a. For staff, describe the training and/or experience of the staff that would be responsible for developing and operating the clinical aspects of the program. Include training and experience of the staff in recognizing signs and symptoms of medical conditions including a need for medical intervention, or mental health conditions requiring other emergent interventions.
- iii. How the program may incorporate Withdrawal Management and short-term residential alcohol and drug program. Describe the approach you would use with clients and their property at intake, upon return from passes and with visitors to ensure the program is drug free and includes drug testing policy, if applicable;
  - a. For Withdrawal Management, include the components of intake, observation, evaluation, stabilization, and fostering client readiness for and entry into treatment, as well as the process of obtaining medical clearance, handling of prescription medication and assuring client health and safety (including safety of genders), etc.
  - b. For Residential Treatment Services, include screening, assessment, placement in and movement between and among levels of care, discharge planning, and use of recovery support services.
  - c. Can you provide Medication Assisted Treatment (MAT) onsite?
    1. If so, please detail your practices.
    2. If you will not be doing this onsite, please describe your ability to coordinate MAT services with providers in the community?
  - d. Beyond Residential Treatment Services and Withdrawal Management, please describe outpatient treatment modalities your agency has the capacity and capability to provide in Santa Barbara County.
    - Please note: preference will be given to applicants who are able to provide a full continuum of care through Drug Medi-Cal.
- iv. Your experience in the clinical management of alcohol and drug and/or similar health care services and the authorization process of clinical treatment services;
- v. Your intake and referral process with a County agency;

- Please note: All Residential Treatment Services must be authorized by the County of Santa Barbara Behavioral Wellness Quality Control Management Department (QCM) which conducts residential authorization approvals within the 24-hour requirement. On-going assessments occur every 30 days of the client's plan for the purpose of determining the appropriate level of care. After Drug Medi-Cal Certification is designated for the residential treatment facility, assessments will continue to be authorized by the County. Applicants must describe a process for obtaining County authorization approval to provide residential services to clients.
- vi. Your approaches and strategies for assuring safety of clients and staff; and your policies and procedures when safety is jeopardized and cannot be assured;
  - vii. Your experience and success in complying with the requirements of licensing and other regulatory authorities and jurisdiction over substance abuse treatment service providers; and with the standards of organizations which certify the quality of service of such providers, such as the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, the Commission on Accreditation, or other comparable organizations.

C. **Outcomes** – 25 points

In this section, please describe your evaluation plan for your program, including your program goals and outcome measures. This section is very important, because what is presented here will indicate to the reader how likely or unlikely it is that you will attain the stated goals, objectives, and outcomes. A proposal that includes clearly articulated and well-considered goals and specific quantifiable objectives, but fails to clearly present exactly how they will be attained, will not score well.

- i. List the program outcomes and your strategies for accomplishing each outcome. Develop time-limited, measurable **process objectives** and **outcome objectives** for each outcome statement. Process objectives are things that are done, i.e., specific steps to accomplish each activity. Outcome objectives are measures of the intended effect of process objectives, i.e., the desired end result;
- ii. Describe the procedures that will be used to consistently collect and report outcome data to Behavioral Wellness in a timely manner;
- iii. Describe the procedures that will be used to collect data from community members served;
- iv. Describe the qualifications of any individual or entity that will be paid to collect and/or analyze outcome data, if applicable.
  - a. Please note: Santa Barbara County will be required to participate in UCLA's state-wide evaluation of the DMC-ODS. Your evaluation plan must, at a minimum, include the following measures required by UCLA:

**Engagement:** clients in treatment at least 30 days

**Successful Completion:** CalOMS discharge status 1, 2 or 3

**Transitions to Care:** clients transferred to outpatient, intensive outpatient, within 14 days of discharge

**Drug Free:** clients reporting primary drug abstinence at discharge

**Treatment Perception:** annual administration of the client Treatment Perception Survey (TPS) – See Exhibit F

**Part 5. Fiscal Capability and Experience of the Applicant (Up to 5 pages) – 15 points**

Please provide the following information regarding your organization and the staff that would be assigned to this program if you were selected. The information solicited here should be set forth in the narrative of the application. Do not attach resumes, job descriptions or other documents.

- A. Describe the training and experience of the staff that would be responsible for developing and operating the fiscal aspects of this program. If new staff would be hired, describe the qualifications for the position(s).
- B. Describe the experience of your organization in the fiscal management of alcohol and drug and/or similar health care services.
- C. Describe the experience and success of your organization in complying with the statutory, regulatory, contractual, and administrative requirements of funding sources commonly engaged in the reimbursement of substance abuse or health care services service fees and charges, including federal or state funding.
- D. Describe the experience of your organization in developing diverse revenue sources to fund substance abuse treatment and other health related services.

**Part 6. Program Budget (Two templates and up to five pages for Narrative) – 30 points**

Using the budget template in Exhibit B, please provide projected budgets and explanatory budget notes showing the fiscal basis on which your organization would develop and operate this program. Budget spreadsheets may be set forth in attachments to the application. All other information should be set forth in the narrative of the application itself. Fiscal information should at minimum include:

- A. **Budget Spreadsheets (see Exhibit B) – 10 points**
  - i. Provide a budget for the development of the program, which covers activities up to the date service delivery commences. The budget should reflect the amount of time that you project for pre-opening development activities.
  - ii. Provide a budget for operation of the program for the twelve month period following the commencement of service delivery. The budget should show any capital expenditures that you anticipate funding out of operating revenues. Please indicate if there are material planned changes in revenue or expense anticipated in future years.
- B. **Budget Narrative (Up to five pages) – 20 points**
  - i. Describe the funding sources that you intend to access, other than the service contract with County of Santa Barbara.

- ii. Describe the system that you will utilize to track accrued charges for services provided and other program revenues; to bill for such services; and to track expenses related to the operation of the program.
- iii. Describe the amount and source of funds to be utilized for program development, negative cash flow during the start-up phase, and for any capital expenditures not shown on the operating budget as funded out of regular operating revenues.
- iv. List the rates that you would anticipate charging County of Santa Barbara for services provided under the contract. Explain the relationship between these rates and the budget projections. Address the efficacy of the rates in connection with the cost reporting requirements of the State Department of Health Care Services (DHCS).
- v. Provide hours and cost estimates for each service detailed in the Scope of Work.
- vi. Provide a proposed budget for each type of service listed below. A breakdown of hours and costs for each type of service is required (a, b, c), as well as in a combined budget, if there are economies of scale when combining personnel/costs.
  - a. Withdrawal Management-3.2 or 3.7
  - b. Residential Treatment 3.1, 3.3 or 3.5
  - c. WM-3.2 (Detoxification) and Residential Treatment 3.1, 3.3 and 3.5 and Board and Care

Service Types	
<b><u>DMC Reimbursed</u></b>	<b><u>Not Reimbursed by DMC</u></b>
Withdrawal Management 3.2	Board and Care
Withdrawal Management 3.7	Board and Care
Residential Treatment 3.1	Board and Care
Residential Treatment 3.3	Board and Care
Residential Treatment 3.5	Board and Care

- vii. Identify start-up costs in budget, if applicable. Please describe the proposed start-up costs such as training, technology infrastructure, certification and licensing fees. The County of Santa Barbara anticipates a two month start-up phase in order to services to begin in accordance with the DMC certification.

The contract will use a cost reimbursement model with initial provisional rates set at levels that approximate the actual cost of service. The program budgets and estimated services volume will function as the basis of initial provisional rates. At least three times per fiscal year, actual costs, Medi-Cal penetration rate, and volume of services will be analyzed, and provisional rates may be adjusted to correct for over/under payment, and ensure that fiscal metrics are in line with contractual requirements. The provider shall provide the County a monthly statement of operational expenses and revenue for each cost center/program. All services and all billing information shall be entered into the Electronic Health Record (Clinicians Gateway), and Claiming system (ShareCare) respectively on a timely basis, to ensure timely claiming.

**Part 7. Management and Reporting Capabilities (Up to three pages) – 15 points**

Provide a detailed description of your program capabilities in each of the following areas:

A. Financial Management

Comment on your agency's demonstrated competency in the following areas:

- i. Experience with and sound financial management of large programs (e.g., with annual budget exceeding \$1,000,000)
- ii. Experience in accurate and timely Medi-Cal billing and preparation of annual cost reports
- iii. Does the agency employ or contract for the services of a Certified Public Accountant?

B. Personnel Management

C. General Administration

D. Adherence to Funding Agency Reporting Requirements

**Part 8. Policies and Procedures (One page) - 5 points**

Describe the program's practice with regard to each of the following:

- A. Conflict of Interest
- B. Non-Discrimination in Hiring and in the provision of services
- C. Drug-Free Workplace
- D. Confidentiality
- E. Child/Adult Abuse

**Part 9. Legal Information (One page) – 5 points**

Applicant must declare and document its authority to operate in the State of California. This should be accomplished by including photocopies of federal and state tax-identification numbers as an attachment.

- Please Note: The applicant will be required before execution of the contract to provide proof of current insurance coverage at the limitations determined by the County's Risk Manager.

In addition, at the time of execution of the contract, applicants must also agree to adhere to the County's policies on Drug Free Workplace, Child and Elder Abuse, Confidentiality, Anti-Harassment and Conflict of Interest as provided for in the contract. Copies of these policies are available upon request.

**Part 10. Supportive Information – 5 points**

Include in this section up to five pieces of additional information supportive of the agency or this proposal. Information **may** include:

- A. Resumes of key staff
- B. Letters of commitment from other public or private agencies
- C. Brochures and promotional material
- D. Pictorial material, clippings and other information supportive of the proposal contents

**Part 11. Attachments – 5 points**

All proposals shall include the following attachments:

- A. An organizational chart for the entire legal entity or entities of your agency, showing how the proposed program would integrate into the existing organization;
- B. A list of all the relevant insurance your agency has and the specific limitations. Upon submission of the proposal package, applicant must provide certificates of insurance for all policies. Said certificates must clearly indicate limits of coverage. Prior to contract execution, vendor must comply with the standard County insurance requirements should the required coverage differ from what the vendor currently has in place. The County will be named as additional insured on general and automobile liability policies;
- C. The names, addresses and phone numbers of three customer references that can attest to your success in working within collaborative structures to serve community members (Exhibit C). (Customers include, but are not limited to: clients, other organizations, community members, etc.);
- D. The name, address and phone number of one additional reference that can attest to your ability to submit program data and financial reports on a timely basis. The requested references may not be from Behavioral Wellness (Exhibit C);
- E. Current Board member list;
- F. Annual audited Financial Statement (most recent);
- G. Tax Return (most recent filed);
- H. Cultural Competence information (Exhibit D);
- I. Pre-Award Assessment Sheet (Exhibit E).

**Part 12. Bonus Points** (an additional 5 points for each)

Qualified applicants will be awarded extra points for the following:

- A. Possessing a DHCS license;
- B. Possessing DMC certification; and/or

C. Providing residential services within County.

**OVERVIEW OF APPLICATION ELEMENTS AND CRITERIA (for reference only)**

<i>Part</i>	<i>Description</i>	<i>Maximum Points (175 points total)</i>	<i>Maximum # Pages</i>
1	RFP Application Cover Sheet	0	1
2	Table of Contents	0	1
3	Organization Overview	20	5
4	Program Narrative	60	12
5	Fiscal Capability and Experience of the Applicant	15	5
6	Program Budget	30	5
7	Management and Reporting Capabilities	15	3
8	Policies and Procedures	5	1
9	Legal Information	5	1
10	Supportive Information	5	n/a
11	Attachments A-E	5	n/a
12	Bonus Points	15	n/a

**STANDARD TERMS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

The successful applicant will be expected to agree with the County's Standard Terms, Indemnification, and Insurance requirements. These are attached for review by prospective applicants (see Exhibit G). Applicants should review them to ensure that they understand the County's requirements.

Applicants should clearly note in their proposals whether they take exception to any of the Standard Terms and should include a detailed explanation of the reason(s) for the exception(s) for the County's review. However, after review of any applicant's exceptions, the County reserves the right to reject any and all exceptions taken to the County's Standard Terms.

Applicants are directed to review the County's insurance requirements and are required to submit a written statement with their proposal indicating their willingness and ability to meet all of the County's insurance requirements.

Applicants who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Manager.

Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Manager) may be sufficient reason for disqualification from the selection process.

**LOCAL VENDOR PREFERENCE POLICY**

Requested services will be funded with Federal funds, therefore no local vendor preference is allowable.

The County reserves the right to request additional information not included in this RFP from any or all applicants after **November 13, 2017**.

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the county.

### **VENDOR INQUIRIES**

For information concerning RFP procedures and regulations interested parties may contact:

**Quiana Lopez, Ph.D.**  
**Contracts Specialist**  
**Santa Barbara County**  
**Department of Behavioral Wellness**  
**Phone: 805-681-5229**  
**E-mail: [bwellrfp@co.santa-barbara.ca.us](mailto:bwellrfp@co.santa-barbara.ca.us)**

Except for the above named, potential applicants should not contact Santa Barbara County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

### **RFP ADDENDA**

Any changes to the RFP requirements and the answers to questions submitted will be made by addendum and posted along with the original RFP on the County of Santa Barbara web site (<http://countyofsb.org/behavioral-wellness/bids.sbc>) and sent to all known interested parties. All addenda shall include an acknowledgment of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum will result in the rejection of the response.

# EXHIBIT A RFP Application Cover Sheet

<b>For County Staff use:</b> Date/time Received: _____ Staff Member: _____	Proposal # _____
--	------------------

**Check only the Program outlined in this application; separate applications with separate cover sheets are required for each program.**

**Applying for:**

- Level 3.1 non perinatal and perinatal Residential Services
- Level 3.3 Residential Services
- Level 3.5 Residential Services
- Level 3.2 Withdrawal Management
- Level 3.7 Withdrawal Management

**Indicate region(s) as applicable for the program selected above:**

- South County (Goleta/Santa Barbara/ Carpinteria)
- Mid County (Lompoc, Buellton, Solvang, Santa Ynez)
- North County (Orcutt/Santa Maria)
- Out of County

**Total Funding Request for this program:** \_\_\_\_\_

**Agency Information:**

Agency: \_\_\_\_\_

Owner/CEO: \_\_\_\_\_

Project Director/Lead Staff: \_\_\_\_\_

Administrative Office Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web site: \_\_\_\_\_

**Attachment Checklist (please attach in order)**

- |   |   |
|---|---|
| A. <input type="checkbox"/> Agency Organizational Chart | E. <input type="checkbox"/> Current Board Members List, if applicable |
| B. <input type="checkbox"/> Insurance                   | F. <input type="checkbox"/> Annual Financial Statement (most recent)  |
| C. <input type="checkbox"/> Program Reference List      | G. <input type="checkbox"/> Tax Return (most recently filed)          |
| D. <input type="checkbox"/> Professional Reference List |   |

\_\_\_\_\_  
**Signature of Owner/CEO**

\_\_\_\_\_  
**Date**

## EXHIBIT B Excel Budget Template

(Editable version available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>)

### Santa Barbara County Behavioral Wellness RFP Budget Packet Staffing Schedule

*Salaries must tie to the Budget Worksheet and positions must be authorized in the Statement of Work*

AGENCY NAME:	0										
COUNTY FISCAL YEAR:	0										
<b>Gray Shaded cells contain formulas, do not overwrite</b>											

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11
1												
2		Budgeted Positions by Classification	Total FTEs	Total Annual Budget Amount for BW Programs	FTE	Total Annual Amount						
3		Program Manager	-	\$ -	-	-	-	-	-	-	-	-
		Supervisor	-	\$ -	-	-	-	-	-	-	-	-
4		Consulting Psychiatrist	-	\$ -	-	-	-	-	-	-	-	-
5		Counselors	-	\$ -	-	-	-	-	-	-	-	-
6		Clerical Support	-	\$ -	-	-	-	-	-	-	-	-
7		Medical Director	-	\$ -	-	-	-	-	-	-	-	-
8			-	\$ -	-	-	-	-	-	-	-	-
9			-	\$ -	-	-	-	-	-	-	-	-
12			-	\$ -	-	-	-	-	-	-	-	-
13			-	\$ -	-	-	-	-	-	-	-	-
14			-	\$ -	-	-	-	-	-	-	-	-
15			-	\$ -	-	-	-	-	-	-	-	-
16			-	\$ -	-	-	-	-	-	-	-	-
17			-	\$ -	-	-	-	-	-	-	-	-
18			-	\$ -	-	-	-	-	-	-	-	-
19			-	\$ -	-	-	-	-	-	-	-	-
20			-	\$ -	-	-	-	-	-	-	-	-
21			-	\$ -	-	-	-	-	-	-	-	-
22			-	\$ -	-	-	-	-	-	-	-	-
23		Total Salaries/Wages	-	\$ -	-	-	-	-	-	-	-	-

## EXHIBIT B Excel Budget Template

(Editable version available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>)

**Filename: FIN EXH B2 Gen Budget**  
**Entity Budget By Program**

**Santa Barbara County Behavioral Wellness RFP Budget Packet**

AGENCY NAME:

COUNTY FISCAL YEAR:

**Gray Shaded cells contain formulas, do not overwrite**

LINE #	COLUMN #	1	2	3	4	5	6	7
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Start Up Costs	Withdraw al Management (Detox)	Residential Treatment - (treatment costs only)	Residential non- treatment Costs (room & board, etc)
1		Contributions		\$ -				
2		Foundations/Trusts		\$ -				
3		Miscellaneous Revenue		\$ -				
4		Behavioral Wellness Funding		\$ -				
5		Other Government Funding		\$ -				
6		Reserves		\$ -				
7		Other (specify)		\$ -				
8		Other (specify)		\$ -				
9		Other (specify)		\$ -				
10		<b>Total Other Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		II. Client and Third Party Revenues:						
11		Client Fees		\$ -				
12		SSI		\$ -				
13		Rents		\$ -				
14		<b>Total Client and Third Party Revenues (Sum of lines 19 through 23)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15		<b>GROSS PROGRAM REVENUE BUDGET</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## EXHIBIT B Excel Budget Template

(Editable version available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>)

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Start Up Costs	Withdrawal Management (Detox)	Residential Treatment - (treatment costs only)	Residential non- treatment Costs (room & board, etc)
III.A. Salaries and Benefits Object Level						
16 Salaries (Complete Staffing Schedule)		\$ -	\$ -	\$ -	\$ -	\$ -
17 Employee Benefits		\$ -				
18 Consultants		\$ -				
19 Payroll Taxes		\$ -				
20 Salaries and Benefits Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
III.B Services and Supplies Object Level						
21 Professional Fees		\$ -				
23 Supplies		\$ -				
24 Telephone		\$ -				
25 Utilities		\$ -				
27 Facility Costs (Rent/Lease/Mortgage)		\$ -				
28 Repairs and Maintenance		\$ -				
29 Printing/Publications		\$ -				
30 Transportation and Travel		\$ -				
31 Depreciation		\$ -				
32 Insurance		\$ -				
33 Board and Care (not Medi-Cal reimbursable)		\$ -				
34 Other (specify)		\$ -				
35 Other (specify)		\$ -				
36 Other (specify)		\$ -				
49 Services and Supplies Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50 III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -				
51 SUBTOTAL DIRECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## EXHIBIT B Excel Budget Template

(Editable version available online at <http://countyofsb.org/behavioral-wellness/bids.sbc>)

52	IV. INDIRECT COSTS						
53	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ -				
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## EXHIBIT C Customer References

1. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

2. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

3. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

4. **DATA AND FINANCIAL REPORT REFERENCE**

COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

## EXHIBIT D Cultural Competence

**Agency Name:** \_\_\_\_\_

**Program Category:** \_\_\_\_\_

Identify the Agency's ability to provide language, gender, and culturally **specific** to the **RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan.	
Spanish (Language)			
Other Language:			
L.G.B.T.Q. Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Formerly homeless staff or staff in recovery			
Others:			

## EXHIBIT E Pre-Award Risk Assessment



As part of the RFP, we need additional information about the operation of your organization. Please respond to all questions, attach requested information, and submit with your proposal. For additional information and guidance, please contact Qiuana Lopez, Contracts Specialist.

Organization name:

Address:

Phone:

Email:

Fax:

Incorporated in:

Number of

Employees: Name of

CEO:

URL:

Date:

Fiscal year dates (month and year):

Type of organization (check all that apply):

US Government Entity

US entity that did not expend \$750,000 or more in US federal funds in the latest fiscal year

For profit organization

Non-profit organization

University

Foundation

	Yes	No	Details/ supporting
<b>Audits</b>			
Have you completed an annual audit in accordance with Uniform Guidance Single Audit requirements a single audit?			Please provide a copy
Have your annual financial statements been audited by an independent audit firm?			Please provide a copy
Does your organization have a financial management system that records the source and application of funds for award-supported activities?			
Are all cash disbursements within the organization fully documented with evidence of receipt of goods or			
Does organization have an effective system or procedure to control paid time charged to awarded funds?			
Does organization have an effective system or procedure for authorization and approval of:			
Capital equipment			

## EXHIBIT E Pre-Award Risk Assessment

	Yes	No	Details/ supporting
Travel expenditures?			
Vendor and subcontractor			
Is Government property inventory maintained that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?			
Do you have written policies that address:			
Pay Rates and Benefits?			
Time and Attendance?			
Leave?			
Discrimination?			
Privacy and			
Conflicts of Interest?			
Purchasing?			
Record retention?			
Petty Cash?			
Accounts Payable?			
Accounts Receivable?			
IT?			
Credit cards?			
Do you subcontract to perform duties under this contract?			
Does your organization have appropriate insurance			Submit insurance
Does your organization have a cost allocation plan?			Please provide a copy
Has there been a change in your senior management team in the past year?			
Have any key program staff started with the organization in the past year?			
Do your Board of Directors and Executive Team have an ownership or controlling interest in the business, and if so what percent is that interest?			If yes, please describe.
Has your agency had any bankruptcies or defaults?			If yes, please describe.
Has your agency been de-barred or suspended from government programs?			If yes, please describe.
Has your agency been placed on a corrective action plan within the past 12 months by any agency?			

	Yes	No	Details/ supporting
<b>Organized Delivery System – 42 Code of Federal Regulations Section 483</b>			
Do you have a documented process for credentialing and re-credentialing of providers (i.e. - individual			
Do you have a license and/or certification issued by the State that is in good standing?			
Are you under investigation for Medi-Cal fraud?			

**EXHIBIT E**  
**Pre-Award Risk Assessment**

Will you have a Medical Director who, prior to the delivery of services under this pilot, who will be enrolled with DHCS under applicable state regulations, and will have been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as Medical Director under this ODS pilot, and will have signed a Medicaid provider agreement with DHCS as required by 42 CFT 431.107?			
--	--	--	--

***Please remember to submit a copy of your annual audit, current audited financial statements, and insurance if answered yes in above inquiries.***

# EXHIBIT F Treatment Perceptions Survey

## Treatment Perceptions Survey (Adult)

Print PDF as needed.  
Do not photocopy!

**County / Provider  
Use Only**

CalOMS Provider ID

Program Reporting Unit (optional):

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

Treatment Setting:  OP/IOP  Residential  OTP/NTP  Detox/WM (standalone)  Partial hospitalization

Please answer these questions about your experience at this program. If the question is about something you have not experienced, fill in the circle for "Not Applicable". **DO NOT WRITE YOUR NAME ON THIS FORM.**

Your answers must be able to be read by a computer. Therefore, please use a pen, fill in the circle completely, and choose only one answer for each question.



Correct



Incorrect



	Strongly Agree	Agree	I am Neutral	Disagree	Strongly Disagree	Not Applicable
1. The location was convenient (public transportation, distance, parking, etc.).	<input type="radio"/>					
2. Services were available when I needed them.	<input type="radio"/>					
3. I chose the treatment goals with my provider's help.	<input type="radio"/>					
4. Staff gave me enough time in my treatment sessions.	<input type="radio"/>					
5. Staff treated me with respect.	<input type="radio"/>					
6. Staff spoke to me in a way I understood.	<input type="radio"/>					
7. Staff were sensitive to my cultural background (race, religion, language, etc.).	<input type="radio"/>					
8. Staff here work with my physical health care providers to support my wellness.	<input type="radio"/>					
9. Staff here work with my mental health care providers to support my wellness.	<input type="radio"/>					
10. As a direct result of the services I am receiving, I am better able to do things that I want to do.	<input type="radio"/>					
11. I felt welcomed here.	<input type="radio"/>					
12. I like the services offered here.	<input type="radio"/>					
13. I was able to get all the help/services that I needed.	<input type="radio"/>					
14. I would recommend this agency to a friend or family member.	<input type="radio"/>					

### Comments

Please do not write any information that may identify you, including but not limited to your name and/or phone number.

### Please answer the following questions

1. How long you have received services here:  First visit/day  2 weeks or less  More than 2 weeks

2. Gender Identity (Please mark all that apply):

Female  Male  Transgender  Additional identity →

Decline to answer

3. Ethnicity (Please mark all that apply):

American Indian/Alaskan Native  Mexican/Latino  Other  
 Asian  Native Hawaiian/Pacific Islander  Unknown  
 Black/African American  White/Caucasian

4. Age Range:  18-25  26-35  36-45  46-55  56+

Thank you for taking the time to answer these questions!

64214



**EXHIBIT G**  
**County Standard Terms, Indemnity, and Insurance Requirements**

**AGREEMENT**  
**FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC\_\_\_\_\_

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and «Contractor» with an address at «Address», «City», «State» (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. «ContrFName» «ContrLName» at phone number «Phone» is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:                    Director  
                                      Santa Barbara County  
                                      Department of Behavioral Wellness  
                                      300 N. San Antonio Road  
                                      Santa Barbara, CA 93110  
                                      FAX: 805-681-5262

To Contractor:            «ContrFName» «ContrLName», «Title»  
                                      «Contractor»  
                                      «Address»  
                                      «City», «State» «Zip»  
                                      Phone: «Phone»  
                                      Fax: «Fax»

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

**3. SCOPE OF SERVICES**

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

# **EXHIBIT G**

## **County Standard Terms, Indemnity, and Insurance Requirements**

### **4. TERM**

Contractor shall commence performance on [DATE] and end performance upon completion, but no later than [DATE] unless otherwise directed by County or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

### **8. DEBARMENT AND SUSPENSION**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **9. TAXES**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in

## **EXHIBIT G**

### **County Standard Terms, Indemnity, and Insurance Requirements**

connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or

## **EXHIBIT G**

### **County Standard Terms, Indemnity, and Insurance Requirements**

other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

# EXHIBIT G

## County Standard Terms, Indemnity, and Insurance Requirements

### 15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### 16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

### 17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

### 18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

### 19. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.**
    - A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
    - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or

## EXHIBIT G

### County Standard Terms, Indemnity, and Insurance Requirements

federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. **Upon termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

#### **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **EXHIBIT G**

### **County Standard Terms, Indemnity, and Insurance Requirements**

#### **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

#### **24. NO WAIVER OF DEFAULT**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

#### **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of The Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

#### **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

# **EXHIBIT G**

## **County Standard Terms, Indemnity, and Insurance Requirements**

### **27. COMPLIANCE WITH LAW**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

### **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **33. COMPLIANCE WITH HIPAA**

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

## **EXHIBIT G**

### **County Standard Terms, Indemnity, and Insurance Requirements**

#### **34. COURT APPEARANCES.**

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

#### **35. PRIOR AGREEMENTS.**

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

#### **36. MANDATORY DISCLOSURE.**

- A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)
  
- B. **Ownership or Controlling Interest.** If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

## EXHIBIT G

### County Standard Terms, Indemnity, and Insurance Requirements

#### 1. INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

#### 2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### 3. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

## EXHIBIT G

### County Standard Terms, Indemnity, and Insurance Requirements

#### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- iv. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is

## EXHIBIT G

### County Standard Terms, Indemnity, and Insurance Requirements

canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.

- ix. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- xi. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County

# EXHIBIT H BIDDERS CONFERENCE

Bidder's Conference Notification

**October 25, 2017 at 9:30-11:30 am**

Santa Ynez Valley Marriott

555 McMurray Road

Buellton, CA 93427

*Santa Rita Hills Conference Room*

