Outpatient Treatment Services
Request for Proposal (RFP)
FYs 2018-2023

Release Date: March 13, 2018

Bidders’ Conference (attendance highly recommended):

Date: March 22, 2018
Time: 9:30-11:30 am
Santa Ynez Valley Marriott
555 McMurray Road
Buellton, CA 93427
(Santa Rita Hills Conference Room)

Deadline: April 13, 2018

Proposals must be delivered to:

Santa Barbara County Department of Behavioral Wellness
Attention: Amber Foschaar, J.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

RFP contact information:
Amber Foschaar, J.D. - Contracts Specialist
Phone 805-681-5225, Fax 805-681-5222
Email: bwellrfp@co.santa-barbara.ca.us
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**Attachments:**

Exhibits A-F **must** be submitted with the proposal. Exhibits G-I 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 – California Department of Health Care Services (DHCS) & Santa Barbara County Department of Behavioral Wellness SUD Treatment Provider Required Elements Certification Checklist
- Exhibit G – County Standard Terms, Indemnity, and Insurance Requirements
- Exhibit H – Bidders Conference Notification
- Exhibit I – Treatment Perception Survey
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* 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 substance use disorder (SUD) treatment services, beginning in Fiscal Year (FY) 2018-2019, for the: 1) Children, Youth and Family (CYF) System of Care; and 2) Adult and Older Adult (A/OA) Systems of Care. This request for proposals (RFP) includes a range of SUD treatment levels of care that together will create an integrated continuum of treatment for clients. Both qualified new providers and qualified existing Santa Barbara County Department of Behavioral Wellness providers are eligible to apply for funds.

A projected total of $12,700,000 is available under this RFP for all SUD treatment levels of care for children, youth, transition age youth, adults and older adults served by the CYF and A/OA Systems of Care. This estimated annual amount is subject to available funding and may increase or decrease depending on funding availability.

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.

CONTRACT TERM
Contracts shall have an original term of five (5) years from July 1, 2018 to June 30, 2023 subject to annual availability of funds and annual satisfactory contractor performance and the needs of the Santa Barbara County Department of Behavioral Wellness.

PROPOSAL SUBMISSION
Applicants may propose to provide SUD treatment services for a single level of care or multiple levels of care including case management and recovery services. For those applicants submitting proposals for multiple levels of care, a separate and complete proposal must be submitted for each ASAM level of care for which funding is sought. The three options are:

1) Level 1 – Outpatient Services,
2) Level 2.1 – Intensive Outpatient Services, and
3) Opioid Treatment Program.

Applicants may apply for any or all of these ASAM Levels of care. Please indicate the ASAM Level of Care and region(s) of the County that you plan to apply for using the RFP Application Cover Sheet (Exhibit A). Applicants must demonstrate a history of successful services to the target populations and community that they intend to serve.

DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM PILOT
Upon issuance of a contract, Santa Barbara County treatment providers will be required to meet new 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.

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.

SUD TREATMENT FOUNDATIONAL PRINCIPLES AND NEW PRACTICES

The Santa Barbara County Department of Behavioral Wellness Department values behavioral health care that is a comprehensive, integrated, and consumer-driven system of care. This includes working in collaboration with community partners to improve patient experience, to reduce per capita cost of care, and to improve the behavioral care workforce.

In partnership with SUD treatment providers, Santa Barbara County will fund a continuum of services for all eligible adolescent and adult clients modeled after the ASAM Criteria at www.asam.org. The ASAM Criteria is the most widely used and comprehensive set of guidelines for placement, continued stay and the transfer and discharge of clients with addiction and co-occurring conditions.

Consistent with the ASAM Criteria, Santa Barbara County SUD treatment system will be guided by a set of foundational principles and best practices that represent a shift in how SUD treatment clients are assessed, treated, and supported in their recovery.

These shifts include moving toward a(n):

1. Multi-dimensional assessment using the ASAM Criteria

   Diagnosis alone is not sufficient justification for entering a certain modality or intensity of treatment; client assessment will support treatment that is holistic and able to meet the multiple and changing needs a client may have across six life domains or “dimensions” (“whole person” care).
2. **Clinically-driven and outcomes-driven treatment**

   Treatment will be individualized, person-centered and responsive to specific client needs and progress toward recovery. This is a departure from focusing on “placement” in a program, often with a fixed length of stay, and a move toward more individually determined care. Furthermore, it is a move toward the client’s response to treatment, lengths of stay that are individualized and based on the severity of a client’s illness, level of functioning at treatment entry, and response to treatment, progress and outcomes.

3. **Broad and flexible continuum of care**

   Levels of care will represent intensities of services along the continuum of treatment; reflect the varying severity of illness treated and the intensity of service required. See tables in the following section of this RFP which provide a brief description of each level of care on the Santa Barbara County treatment continuum. Note that the intensity of treatment is split into “levels of care”, and each of the levels connect to each other, acting more like “benchmarks” along a single continuum. Clients can move between levels, or benchmarks along the continuum, depending on their unique needs and response to treatment. The ASAM Criteria uses separate criteria and levels of benchmarks for adult clients and adolescent clients due to the different states of emotional, mental, physical, and social development adolescents may be in.

4. **Treatment referral system**

   Referrals to a specific level of care will be based on a careful and comprehensive assessment of client needs across six dimensions with the primary goal of placing clients in the most appropriate level of care. The preferable level of care will be the least intensive, while still meeting treatment objectives and providing safety and security for the client. The levels of care are ranked under the ASAM Criteria and represent benchmarks or points along the continuum of treatment services that can be accessed depending on a client’s needs and responses to treatment. That is, a client may begin at one level of care but transition up or down to another level of care. Santa Barbara County SUD treatment providers will be required to have capacity to transition clients across the treatment continuum either in-house or through formal partnerships with other providers along the continuum (written, approved MOUs). This also includes partnering with service providers and systems both inside and outside the SUD treatment continuum including mental health, primary care, OTP and MAT providers, and the criminal and juvenile justice systems.

5. **Tailored treatment system**

   The treatment system will be tailored to the needs of each client, guided by individualized treatment plans and developed in consultation with clients through the formation of therapeutic alliances with clients. The goal of interventions and treatment will determine the methods, intensity, frequency and types of services provided. Decisions about client discharge from a level of care or a client’s transfer to another level of care will be based on how the treatment and duration both resolves a client’s presenting challenges and impacts a client’s prognosis for long-term recovery. Treatment services are expected to stabilize a client’s condition and promote client wellness and recovery. Clients struggling with treatment should receive enhanced efforts to engage and treat, not termination.
6. **Interdisciplinary team approach to client care**

SUD treatment professionals will be required to collaborate with physicians, mental health clinicians, peers and peer supports, and other individuals important to a client’s recovery. All SUD treatment providers will be required to collaborate and coordinate SUD treatment care with primary care, behavioral health clinics and other service providers such as housing, educational and vocational providers.

7. **Integration of peer support specialists within multi-disciplinary teams**

Peer support offers clients significant interpersonal relationships and a shared sense of community that offers a foundation for the process of healing. At its best, a peer relationship can facilitate and enhance a client’s wellness and recovery. It also can provide increased meaning and purpose in the life of peer support specialists. Peer support specialists are colleagues who have experienced behavioral health challenges and bring their empathy and empowerment to recovery.

8. **Outcomes-based treatment system**

Behavioral Wellness’ SUD treatment providers are required to use the following:

A. Evidence-based practices,

B. ASAM Criteria to client assessment, treatment, transitions among levels of care and discharge, and

C. Quality management activities and process, actively engage clients on their paths to wellness and recovery, and collect and report client and program outcomes.

9. **Development of a robust array of client supports and services**

Outpatient treatment services will include the integration of case management (CM) and recovery services (RS) as medically indicated. CM will proactively link clients with necessary ancillary services to ensure treatment success. RS services, including aftercare, will support a client’s role to succeed in recovery, emphasizing their health and teaching them to use effective self-management support strategies that prevent relapse. CM and RS may also include linkages to and coordination with Medication Assisted Treatment (MAT) services to evaluate, administer, adjust and monitor client medication support services. It is estimated that approximately half of all adult DMC-ODS clients and up to seventy five percent (75%) of all adolescents will need CM and RS services.

All SUD treatment services are required to be offered consistent with a Harm Reduction Philosophy of Service (Gleghorn, Rosenbaum & Garcia, 2001:3):

“While abstinence is the ultimate goal of any substance abuse treatment system, harm reduction is an important part of addressing the practical realities of an individual’s needs. The incorporation of harm reduction strategies is an important step in expanding the recognized continuum of approaches that support movement toward wellness. Providers of substance abuse services should work
collaboratively with other agencies to create a system of comprehensive services.

Comprehensive services may be achieved by expanding service options within existing programs, through collaboration with other service agencies, or by creating new services to address specific needs. Through understanding and acknowledgement of the strengths and limitations of different program approaches, each program can be strengthened, and can more effectively serve the needs of clients.

In a comprehensive system of substance abuse services, programs should:

1. Deliver care in a culturally competent, nonjudgmental manner which demonstrates respect for individual dignity, personal strength, and self-determination;
2. Deliver interventions that will reduce the economic, social and physical consequences of substance abuse and misuse;
3. Seek creative opportunities and develop new strategies to engage, motivate and intervene with potential clients;
4. Decrease the short-and long-term adverse consequences of substance abuse, even for those who continue to use drugs;
5. Include strategies that reduce harm for those clients who are unable or unwilling to stop using, and for their loved ones;
6. Recognize relapse as part of the recovery process not as “failure of treatment”; and
7. Allow full access to substance abuse treatment services for patients prescribed medications for the treatment of medical and psychiatric conditions, including addiction.”

SCOPE OF WORK

The current RFP is for Opioid Treatment Programs (OTP) and two ASAM levels of care: Level 1 – Outpatient Services and Level 2.1 – Intensive Outpatient Services.

1. ASAM Level of Care Service Components & Requirements

The following is a summary of ASAM level of care treatment service components and requirements excerpted from *The ASAM Criteria, Treatment Criteria for Addictive, Substance-Related and Co-Occurring Conditions* (American Society of Addictive Medicine, Third Edition, 2013). Applicants must demonstrate capacity to meet all ASAM level of care components and requirements in their proposals and all Drug Medi-Cal certification requirements. Where DMC and ASAM Criteria requirements differ, DMC certification requirements take precedence.
A. Level 1 – Outpatient Services Requirements

Level 1 – Outpatient Services are benchmarked at the lower end of the ASAM treatment continuum and include organized outpatient treatment services which can be delivered in a variety of settings such as addiction programs, behavioral health homes and clinics. Services are provided less than 9 hours per week for adults and less than 6 hours per week for adolescents.

In Level 1 programs, a multi-disciplinary team provides services. Members of the team may include addiction, mental health treatment, peer support specialists, and general health care personnel, including addiction credentialed physicians. The team provides professionally directed screening, evaluation, treatment and ongoing recovery and disease management services.

Like all ASAM Levels of Care, Level 1 services are tailored to each client’s level of clinical severity and function and are designed to help the client achieve changes in his or her alcohol and/or other drug use or addictive behaviors. Treatment addresses major lifestyle, attitudinal, and behavioral issues that have the potential to undermine the goals of treatment or impair the client’s ability to cope with major life tasks without the addictive use of alcohol and/or other drugs.

These services provide greater access to care for individuals not interested in recovery that are mandated to treatment, and individuals in early states of readiness to change. Level 1 – Outpatient Services also provide access to needed care for parents in early recovery that need education about addiction and person-centered treatment, as well as clients in early recovery who need monitoring and continuing disease management.

Some characteristics of clients in Level 1 include those who are able to complete professionally directed addiction and/or mental health treatment, those who are stepping down from a more intensive level of care, those who are in early stages of change and not yet ready to commit to full recovery, and those who have achieved stability in recovery.

i. Level 1 – Outpatient Services Support Requirements

Level 1 – Outpatient Services programs includes the following supports:

a. Medical, psychiatric, psychological, laboratory and toxicology services available on-site or consultation or through closely coordinated referral; medical and psychiatric consultation is available within 24 hours by telephone or in person within a timeframe appropriate to the severity and urgency of the consultation requested;
b. Directly affiliated with or closely coordinated referral to more intensive levels of care and medication management;

c. Emergency services available by telephone 24 hours a day/7 days a week;

d. Case management for clients as indicated;

e. Preference for Outpatient Services that provide:
   
   - Mental health services onsite by a Licensed Practitioner of the Healing Arts (LPHA)
   
   - Medication Assisted Treatment onsite by a physician or nurse practitioner

f. Preference to applicant who provide a full continuum of treatment services.

ii. Level 1 – Outpatient Services Staffing Requirements

Level 1 – Outpatient Services program are staffed professionals experienced in gathering and interpreting information regarding a client’s biopsychosocial needs and are knowledgeable about the biophysical dimensions of substance use disorders including how to assess a client’s readiness for change. Professional staff are also capable of monitoring stabilized mental health challenges a client may have and recognizing instability in clients with co-occurring mental health conditions. In addition, there is at least one professional staff member on the multi-disciplinary team with authority to prescribe medication either on-site or through closely coordinated consultation services.

Drug Medi-Cal certified outpatient sites must comply with DMC staffing requirements. All Level 1 – Outpatient Services programs, regardless of DMC certification status, are expected to meet the following minimum staffing requirements:

a. Appropriately credentialed and/or licensed treatment professionals including LPHA physician, LPHA non-physician and counselors as described in the DMC-ODS Staff Service categories (March 2017) [link to document]

b. Professional peer support specialists with lived experience in substance use treatment to support client wellness and recovery as members of the multidisciplinary team;

iii. Level 1 – Outpatient Services Required Therapies / Counseling

Level 1 – Outpatient Services involve skilled treatment services which are provided in an amount, frequency and intensity appropriate to a client’s needs, and include a minimum:

a. Intake;

b. Individual and group counseling;
c. Motivational enhancement;
d. Family therapy / Education or Counseling;
e. Collateral services;
f. Educational groups;
g. Crisis intervention services;
h. Case management services;
i. Recovery services;
j. Discharge services; and
k. Physician consultation

iv. Level 1 – Outpatient Services Assessment/Treatment Plan Review Requirements

For Level 1 programs, the assessment and treatment plan review must include:

a. Individualized, comprehensive biopsychosocial assessments of a comprehensive substance use and addictive behaviors history reviewed by a physician, and if determined needed by a client’s medical condition, a physical examination within a reasonable amount of time;

b. An individualized treatment plan developed in partnership with the client that includes challenges, needs, strengths, skills, priority formulation and articulation of short-term, measurable treatment goals (including the client’s treatment goals), preferences and activities designed to achieve those goals; and

c. Monitoring, including biomarkers and toxicology testing.

v. Level 1 – Outpatient Services Adolescent – Specific Considerations

In addition to Outpatient Services practices expectations, applicants for Outpatient Adolescent Services must demonstrate in their proposals experience successfully meeting all of the following requirements:

a. Staff knowledgeable about adolescent development and experience in working with and engaging adolescents;

b. Engagement and integration of families, caregivers and other important resources in treatment planning, services, and transition planning to support client recovery;

c. Proactively transitioning adolescents in need of continued SUD treatment to the Adult/Older Adult Systems of Care including partnering with adolescents and their families in developing comprehensive transition plans that address the wide range of treatment and support needs such as housing, vocational services, and other community supports; and
d. Collaborative working relationships with child welfare, mental health, court, schools, primary care, and juvenile justice to meet multi-system treatment goals and outcomes for adolescents.

B. Level 2.1 – Intensive Outpatient Services Requirements

Intensive Outpatient Services offer a higher intensity of outpatient services with the goal of stepping clients down to Level 1 Outpatient Services or discharge.

Generally, 9-19 hours of structured programming per week is provided to adults, and 6-19 hours a week for adolescents. Although programming consists primarily of counseling and education about addiction-related problems, providers must demonstrate capacity to provide all required Level 2.1 service components. It is required that providers will have a minimum of two and a maximum of twelve Intensive Outpatient Treatment (IOT) clients in each IOT group.

Client psychiatric and medical service needs are provided through consultation and closely coordinated referrals, as indicated and through appropriate release of information (ROI) agreements, formal MOUs or Qualified Service Organization Agreements (QSOA). Applicants must demonstrate on-site capacity or formal partnerships with mental health and healthcare providers to meet the needs of clients with co-occurring mental disorders. Evidence of formal partnerships may include fully executed, written MOUs, QSOAs, letters of commitment, etc. with these service providers identifying the specific roles and responsibilities of each partner; supporting evidence should be included as attachments in the proposal appendix.

i. Level 2.1 – Intensive Outpatient Services Support Requirements

Level 2.1 programs include all of the following:

a. Medical, laboratory, and toxicology services available through consultation or closely coordinated referral with medical consultation, available 24 hours by telephone and within 72 hours in person;

b. Emergency services that are available by telephone 24 hours a day/7 days a week when the treatment program is not in session;

c. Direct affiliation with or close coordination through referral to more and less intensive levels of care and supportive housing services; and

d. Psychiatric services appropriate to a client’s mental health condition are closely coordinated with clients treating physician.
ii. **Level 2.1 – Intensive Outpatient Services Required Therapies**

Level 2.1 programs must provide the following therapies:

a. A minimum of 9 hours per week for adults and 6 hours per week for adolescents of skilled treatment services which may include individual and group counseling, medication management, family therapy, educational groups, and other therapies provided in amounts, frequencies, and intensities appropriate to the objectives of a client’s treatment plan;

b. Family therapy/counseling which involves family members, guardians, or significant others in the assessment, treatment and continuing care of the client;

c. A planned format of therapies or counseling techniques delivered on an individual or group basis and adapted to the client’s developmental stage and comprehension level;

d. Motivational interviewing, enhancement and engagement strategies; and

e. Capability to offer the above therapies or counseling techniques for clients with co-occurring substance use and mental disorders.

iii. **Level 2.1 Intensive Outpatient Services Assessment/Treatment Plan Review Requirements**

For Level 2.1 programs, client assessment and treatment plan reviews include:

a. Individualized, comprehensive biopsychosocial assessment of a comprehensive substance use and addictive behaviors history reviewed by a physician and if determined needed by a client’s medical condition, a physical examination within a reasonable amount of time;

b. An individualized treatment plan developed in partnership with the client that includes challenges, needs, strengths, skills priority formulation and articulation of short-term measurable treatment goals (including the client’s treatment goals), preferences and activities designed to achieve those goals;

c. Monitoring, including biomarkers and toxicology testing; and

d. A review of a client’s most recent psychiatric history and mental status examination performed within a reasonable timeframe for clients with co-occurring mental disorders.

iv. **Level 2.1 Intensive Outpatient Services Adolescent Specific Considerations**

The ASAM Criteria recognize adolescent specific needs across the continuum of treatment. Level 2.1 programs serving adolescents must demonstrate capacity in their proposals to meet Level 2.1 adolescent-specific considerations including:

a. Staff knowledgeable about adolescent development and experience in working with and engaging adolescents;
b. Assessment and treatment staff experienced in recognizing adolescent needs for specialty evaluation and treatment for intoxication or withdrawal and that are able to arrange for these evaluation and treatment services in a timely manner;

c. Successful strategies for engaging parents, caregivers or other significant resources to obtain information for client assessment and treatment planning and support client recovery; and

d. Assessment and support to address client lingering subacute withdrawal symptoms such as severe insomnia (note: clients at risk or experiencing acute withdrawal symptoms should not be treated in Level 2.1 – Intensive Outpatient Services and should be treated by a Level 2 – Withdrawal Management treatment provider).

C. Opioid Treatment Programs (OTP) Overview

Opioid (Narcotic) Treatment Program means an outpatient clinic licensed by State (DHCS) and federal (CSAT, DEA) agencies to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis. In addition to methadone, Opioid Treatment Programs under ODS in Santa Barbara will be required to offer and prescribe medications to beneficiaries covered under the DMC-ODS formulary, including buprenorphine, disulfiram, naltrexone, acomprosate, and naloxone.

Behavioral Wellness intends to award a vendor for implementation of an Opioid Treatment Program.

i. OTP Model

Opioid Treatment Programs use a multi-disciplinary team approach to treatment that includes, at a minimum, physicians, nurses, licensed or certified addiction counselors, and mental health therapists who provide client-centered, recovery-oriented individualized treatment, case management, and health education.

Services such as dosing, level of care, length of services, and frequency of visits are tailored to the needs of clients, through federally-mandated program components include regularly scheduled psychosocial treatment sessions, random urine drug tests, and scheduled medication visits within a program structure. Opioid Treatment Programs must meet federal admission, discharge, and continued service criteria under 42 CFR 8.12 and California law.

Treatment is designed to address a client’s need to achieve changes in his or her level of function including the elimination/reduction in the use of any drugs that could compromise recovery. Client-centered treatment plans address major lifestyle, attitudinal, and behavioral issues that may undermine a client’s recovery-oriented
goals and impact his or her ability to cope with major life tasks. Network adequacy standards must be in compliance with DHCS requirements.

DHCS Network Adequacy Standards can be found at:


a. Required Level 1/OTP Model Staffing

Level 1/OTP staff must include an interdisciplinary team of staff trained in treatment of opioid use disorder, including, at a minimum, a medical director, counselors, and a physician, or his/her appropriately licensed supervisee, who is available for medication dispensing and clinic operating hours in person or via telephone. The team can include social workers, professional counselors, and licensed psychologists depending on client needs.

All staff members must be knowledgeable in the assessment, interpretation and treatment of the biopsychosocial dimensions of substance use disorders and receive supervision appropriate to their level of training and experience.

b. Required Level 1/OTP Model Therapies

Level 1/OTP therapies must include at a minimum:

1) Individualized, client-centered assessment and treatment;

2) Assessment, ordering, administration, reassessment, and regulation of medication and dose levels appropriate to the client and supervision of withdrawal management from opioid methadone and buprenorphine;

3) Monitored drug testing to be done in accordance with Title 9 chapter 4 regulatory requirements;

4) A range of cognitive, behavioral, and other substance use disorder-focused therapies / counseling strategies, reflecting a variety of treatment approaches provided to clients on an individual, group or family basis;

5) Case management including medical monitoring and coordination of on- and off-site treatment services and linkage to educational and vocational counseling, treatment of psychiatric illness child care, parenting skills development, primary health care, and other services; and

6) Psychoeducation including HIV/AIDS education and other health education services.
c. **Required Level 1/OTP Model Assessment Treatment Plan Review Elements**

Level 1/OTP assessment and treatment plan review elements must include at a minimum the following:

1) A comprehensive medical history, physical examination, and laboratory tests in accordance with federal regulations;

2) An individual biopsychosocial assessment;

3) An appropriate regimen of medication at a dose established by a physician or his/her appropriately licensed supervisee at the time of admission and monitored carefully until the client is stable and an adequate dose has been established and reviewed as indicated by a client's course of treatment;

4) Continuing evaluation and referral for care of any serious biomedical problems; and

5) An individualized, client-centered and recovery-focused treatment plan including client challenges and short-term, measurable treatment goals and interventions designed to achieve the goals developed in collaboration with the client.
BASIC APPLICANT QUALIFICATIONS

Consistent with State DMC-ODS required elements of provider selection and termination policies and procedures, all applicants are required to be Drug Medi-Cal certified by July 1, 2018. All applicants must also have their DHCS certification by July 1, 2018. Enhanced cost reimbursement rates will be incorporated into contract awards for qualified DMC certified providers to offset the increased costs of meeting higher DMC standards.

Applicants must include a copy of their DHCS DMC Certification Approval Letter, DHCS DMC Provisional Certification Letter or proof of submission for certification. All applicants must also provide DHCS Program Certification or application for DHCS Program Certification.

For more information about DMC certification, visit:
http://www.dhcs.ca.gov/services/adp/Pages/Drug_MediCal.aspx
For more information about DHCS program certification, visit:
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

1. 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.

2. **Cultural & Linguistic Competency Requirements.** All SUD outpatient treatment services must be offered consistent with the Culturally and Linguistically Appropriate Services (CLAS) National Standards and related Behavioral Wellness Cultural and Linguistic Competency Policy. Cultural and linguistic competence impacts access to treatment, program adherence, and successful recovery for SUD treatment clients. Positively engaging each client through culturally and linguistically relevant services and effective communication is essential to recovery. Effective communication requires, at minimum, the provision of services and information in appropriate languages, at appropriate educational and literacy levels, and in the context of the individual's cultural identity. Cultural competency also requires a demonstrated respect, awareness and acceptance of and an openness to learn from the beliefs, practices, traditions, religions, history, languages, and current needs of each individual and communities.

Cultural competency and capacity must be reflected throughout all levels of the applicant's organization including organizational vision and mission statements, board and staff recruitment, planning and policy making, staff skills and development and training, administrative and policy implementation, and service delivery and evaluation.

Applicants must address in the *Minimum Requirements Narrative* how their organization and SUD treatment services meet National CLAS Standards and related Behavioral Wellness policies and practices.


https://www.thinkculturalhealth.hhs.gov/

3. **Peer Support.** While the role of a peer support specialists will vary based on the level of care and client needs, peer support specialists engage in the following activities:

A. Provide Support and Advocacy. Peer support specialists work with clients to connect them to resources in the community including how to independently identify needs and access resources. As integrated members of the treatment team, peer support specialists also advocate for their peers in treatment settings and within the community.

B. Role Model Recovery. Peer support specialists have a wealth of experience navigating their own recovery journeys. By sharing their stories and modeling healthy, effective decision-making in peer relationships, they can inspire clients to do the same.

C. Facilitate Positive Change. The spirit of recovery and resilience is grounded in hope and optimism. Peer support specialists work to motivate clients through positive means, highlighting strengths and resources. Peer support specialists can facilitate change through goal setting, education, and skills building.
Since peer support specialists may identify as being in recovery, they actively work to reduce stigma and inspire others in their process of recovery. They uphold the values of recovery and resiliency, and serve as role models for wellness, responsibility, and empowerment. Throughout all interactions, peer support specialists communicate warmth, empathy, and a non-judgmental stance. While precise job descriptions vary across agencies, peer support specialists focus heavily on the identification of strengths, skill building, effective symptom management, and goal setting among those with whom they work. In addition, they often provide outreach, advocacy, social and logistical support, and education.

Applicants must describe how peer support specialists will be integrated within treatment planning teams and recovery support services, including identifying the specific roles and responsibilities of peer support specialists.

4. **Case Management Services.** The DMC-ODS Pilot requires all counties to offer case management services where medically necessary. It is anticipated that approximately 50% of all clients will need case management Services, including the majority of adolescents and pregnant and post-partum women. Case management services are considered effective and proactive when they directly link patients to needed services and supports through “warm handoffs” that ensure patients are connected and stay connected to mental health, primary care, and other needed services through closely coordinated referrals by SUD counselors. Applicants must integrate case management services into their treatment programs at all ASAM Levels of Care for clients who need case management. Goals of case management services include:

A. Addressing the comprehensive needs of SUD patients including medical, psychosocial, behavioral, and spiritual needs;
B. Partnering with patients to problem-solve and explore treatment options;
C. Improving coordination of care and communication among members of the care planning team;
D. Promoting patient self-advocacy, self-care, and self-determination;
E. Integrating peer support specialists within treatment planning to share their knowledge, advocate for and support patients;
F. Proactively ensuring that transitions to other levels of care are effective, safe, timely and complete (“warm hand-offs”);
G. Improving patient safety and satisfaction; and
H. Helping patients reach their optimal level of health, well-being and recovery.

Case management includes services that assist a patient in accessing needed medical, educational, social, prevocational, rehabilitative, or other community services and focus on coordination of SUD care and integration around primary care and interaction with the criminal justice system if needed. Service components include all of the following:
A. Comprehensive assessment and periodic reassessment of individual needs for continuation of case management;
B. Transition to a higher level of care;
C. Development and periodic revision of a patient plan that includes service activities;
D. Communication, coordination, referral, and related activities;
E. Monitoring service delivery to ensure patient access to service and service delivery system;
F. Monitoring patient progress; and
G. Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

5. Recovery Services. Recovery Services are provided when medically necessary and not necessarily indicated for all clients who succeed in treatment. It is anticipated, however, that most clients might benefit from Recovery Services. Recovery Services may be provided by peers or those with lived experience. Applicants must demonstrate capacity within their proposals to integrate recovery services into their treatment programs at all ASAM levels of care. Community-based recovery and wellness services may be provided face-to-face, by telephone, or by telehealth, to clients that have been triggered, have relapsed, or as a preventative measure to prevent relapse. Recovery services must at a minimum include all of the following:

A. Recovery Monitoring: recovery coaching, monitoring via telephone and internet;
B. Substance Abuse Assistance; peer-to-peer services and relapse prevention;
C. Education and Job Skills: linkages to life skills, employment services, job training and education services;
D. Family Support: linkages to childcare, parent education, child development support services and family/marriage education; and
E. Ancillary Services: linkages to housing assistance, transportation, case management, and individual services coordination.

6. Physician Consultation:

A. Physician Consultation Services include DMC physicians’ consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations;
B. Contractor may contract with one or more physicians or pharmacists in order to provide consultation services; and
C. The Contractor shall only allow DMC providers to bill for physician consultation services.
7. *Medication Assisted Treatment.* The DMC–ODS Pilot supports expanded access to Medication Assisted Treatment (MAT) services and requires greater management of patient compliance with medication to support the goals of improved patient outcomes, a better patient experience and reduced healthcare costs. Providers must demonstrate MAT capacity within their organization or linkages to MAT services through:

A. Assessment of every client for MAT services using the ASAM criteria;

B. Procedures and protocols in place to provide MAT onsite or care coordination and linkage of MAT services;

C. Case management practices and process to support regular communication, consultation, and coordination between SUD treatment staff and physicians of patients that are prescribed medications (MAT); and

D. Practices and process to prescribe, monitor, adjust, and manage MAT for patients as medically necessary. This includes linkages to OTP for methadone services. MAT medications may include the following: buprenorphine, naloxone, acamprosate, naltrexone, and disulfiram.
**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 in a stand-alone substance use treatment program or as an aspect of 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.

   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.

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. This system is under state revision. Providers must comply with all updated CalOMS requirements.

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. County of Responsibility

Under the DMC-ODS Pilot, counties are responsible for serving any client that seeks SUD treatment services within their geographic boundaries. This includes providing MAT services for clients. Applicants must demonstrate the capacity to meet the DMC-ODS requirement that client seeking SUD treatment services in the County of Santa Barbara will be served regardless of their county of responsibility (residency) by:

A. Identifying the counties of responsibility for clients proposed to be served in Santa Barbara; and

B. Providing contracts or certify that the provider will execute and submit contracts from each of the counties of responsibility identified for the purpose of billing those counties for SUD treatment services, including MAT services, provided to clients in Santa Barbara.

For more information, please see:

4. Collaborative Partnerships/Integrated Services

A major goal of the DMC-ODS Pilot is to improve SUD treatment coordination for clients, both within the SUD continuum of services and with primary care, mental health and recovery support services. A preference will be given to proposals that support service integration for addiction, mental health and primary care services with an onsite multidisciplinary team and/or contracts with other behavioral health providers (i.e. Cencal/Holman).

Another major focus of the DMC-ODS Pilot is strengthening partnerships with agency and community partners that can support client recovery. This includes the criminal and juvenile justice systems, Drug Court, housing providers, vocational and rehabilitation providers, and others. Applicants must describe in their proposals community and agency partnerships in place to support clients proposed to be served in SUD treatment services.

5. Evaluation and Quality Management

The UCLA Integrated Substance Abuse Program 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: 1) increased access; 2) higher service quality; 3) more appropriate costs (e.g. reduced inpatient and ER use); and 4) 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.

At a minimum, evaluation data will be collected on the following items:

A. Timeliness of first initial client contact to face-to-face appointment;
B. Timeliness of services for the first dose of Narcotic Treatment Program services;
C. Timeliness from ASAM assessment to treatment initiation;
D. Reliability and timeliness of data entry;
E. Costs of care;
F. Coordination with physical, mental health and recovery services;
G. Utilization management/appropriate level of care;
H. Client experience; and
I. Cultural competence of services.

Applicants must demonstrate capacity to collect and submit this required evaluation and quality improvement data in a timely manner for the UCLA evaluation, as well as data for Behavioral Wellness contractor performance objectives. A scoring preference will be given to applicants that identify dedicated evaluation and quality improvement staff to support these important program improvement and planning activities.

6. Workforce Development and Support

Recognizing the need to train the addiction treatment workforce to support the adoption of new addiction treatment systemic reform under the DMC-ODS Pilot, the State has provided funding to the UCLA ISAP and by the California Institute of Behavioral Health Solutions (CIBHS) to provide technical assistance and training services to SUD treatment agencies in California. In addition, the Department of Health Care Services (DHCS) has many materials for review of initial implementation processes.

For more information about available training and technical assistance, please visit:

- For UCLA ISAP, please visit: www.uclaisap.org.
- For CIBHS: http://www.cibhs.org/dmc-ods-waiver-trainings.
Applicants must demonstrate capacity for having qualified staff who meet ASAM and DMC rules and regulations, and a robust workforce training, technical assistance and support program that includes:

A. An organizational chart that shows proposed SUD outpatient treatment full-time equivalents (FTEs) by profession and where those FTEs report within the provider’s organization;

B. A staffing plan for proposed SUD treatment services including proposed staff to client ratio (staff client caseloads), clinical supervisor to staff rations, and peer workers (consumers with lived experience) to provide peer support to clients;

C. The provider’s staff supervision model including the role of supervisors in staff coaching, client care, and QI and service utilization activities;

D. An SUD treatment staff training and technical assistance plan for Fiscal Year 2018-2019 that supports staff in meeting DMC-ODS Pilot and Behavioral Wellness requirements including what and how state supported training will be accessed;

E. Provider policies, procedures, and processes for ensuring that qualified staff\(^1\): 1) are licensed, registered, certified, or recognized under California State scope of practice statutes\(^2\), 2) will provide services within their individual scope of practice, and 3) receive supervision required under their scope of practice laws;

F. Appropriate on-site orientation, support, and training for non-professionally licensed, such as peer support specialists, prior to and during performance of assigned duties, and strategies for supervision by professional staff; and

G. Assurance that registered and certified alcohol and other drug counselors adhere to all requirements in the California Code of Regulations, Title 9, Chapter 8.

7. State Required Elements of Provider Selection

The Department of Health Care Services and Behavioral Wellness require counties to ensure that all SUD treatment providers meet a set of provider selection elements. Applicants must demonstrate that they meet these requirements by completing the certification checklist in Exhibit F.

\(^1\) Qualified staff includes Licensed Practitioners of the Healing Arts and certified or registered Alcohol and other Drug counselors and non-professionally licensed and certified staff such as peer support specialists.

\(^2\) Copies of proposed staff’s professional licenses should be included in the proposal appendix.
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 or asked at the Bidders’ Conference. Questions regarding this RFP can be submitted by email no later than 3pm March 29, 2018. 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 April 5, 2018 at 5pm.

2. All applicants are highly encouraged to attend the Bidders’ Conference on March 22, 2018 (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 April 13, 2018, regardless of postmark date. All copies must include the required Attachments A-F. 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: Amber Foschaar, J.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

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 the Proposal Submission Template 1-15. 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 **May 2, 2018**. 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 **May 3, 2018** through **May 16, 2018**. 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 May 16, 2018**.

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 May 16, 2018** 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 **May 23, 2018**.

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:
11. County’s solicitation document;
12. Applicant’s response to the County’s solicitation document;
13. County’s written decision not to contract;
14. Documentation submitted for purposes of the county protest;
15. Decision from County protest; and
16. Evidence supporting the basis of appeal.
17. 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 may respond with proposals for one or more programs, but will need to submit a separate complete proposal package for each level of care. Employ the Budget Template in Exhibit B to submit the budget for each program. An editable version is available online at http://countyofsbc.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.

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 outpatient services.” Instead, factual, definitive information will be required such as: “For the past 5 years, our agency has implemented groups twice a day 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. All pages over the maximum page limit in any given Section will not be included in the Panel Review. Please do not include attachments or addenda other than those requested in the application.
   
   B. Each application must include a Table of Contents at the beginning of the application package.
   
   C. A page number should appear at the bottom right corner of each page.
   
   D. The application should be typed in Times New Roman or Arial, font size 12.
   
   E. All margins of every page are to be one inch.
   
   F. Pages should be double-spaced on 8.5 x 11 – inch plain white paper, single-sided, and justified.
   
   G. 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 April 13, 2018, as well as a complete electronic copy sent to bwellrfp@co.santa-barbara.ca.us. Behavioral Wellness staff will date and time stamp all applications. Applications received after 3:00 p.m. on April 13, 2018 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.
## Proposal Submission Template

Please ensure all areas of the template are covered in your RFP. This could include copying and pasting the template and responding in your proposal.

### 1. Service Populations Description (10 Points) – 2 Pages Maximum

<table>
<thead>
<tr>
<th></th>
<th>Adults (Aged 18 and older)</th>
<th>Subcategory Specialty</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Adults (Aged 18 and older)</td>
<td>People who are mono-lingual Spanish</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Latin American/Latino</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transition Age Youth (TAY) (Aged 18-25)</td>
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<tr>
<td></td>
<td></td>
<td>LGBTQ</td>
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<tr>
<td></td>
<td></td>
<td>Pregnant or Parenting</td>
</tr>
<tr>
<td></td>
<td>Adolescents (Aged 12-17)</td>
<td></td>
</tr>
</tbody>
</table>

B. Please describe at least five (5) years of specific organizational and staff knowledge, experience, and professional qualifications successfully engaging, treating, and transitioning Specialty Service Populations proposed to be served.

### 2. Geographic Service Areas Description (15 Points) – 4 Pages Maximum

<table>
<thead>
<tr>
<th></th>
<th>South County (Goleta/Santa Barbara/ Carpinteria)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>South County (Goleta/Santa Barbara/ Carpinteria)</td>
</tr>
<tr>
<td></td>
<td>Mid County (Lompoc, Buellton, Solvang, Santa Ynez)</td>
</tr>
<tr>
<td></td>
<td>North County (Orcutt/Santa Maria)</td>
</tr>
</tbody>
</table>

B. Please describe at least five (5) years of specific organizational and staff knowledge, experience, and professional qualifications successfully engaging, treating and transitioning Service Populations in Proposed Geographic Services Areas.
C. Please list and describe formal partnerships with other systems and service providers including housing, primary care, mental health, and the criminal and juvenile justice systems/Drug Court in each proposed Geographic Service Area that will support client recovery. Include copies of written, signed MOUs, or letters of support that identifies specific roles and responsibilities of each partner in the Appendix.

3. Treatment Program Narrative (80 Points) – 20 Pages Maximum

| A. Please check the ASAM Level of Care proposed to be provided and whether the program is Drug Medi-Cal certified. | □ ASAM 1/Outpatient Services Adult/Older: Adult or Adolescent  
□ ASAM 1/Opioid Treatment Program  
□ ASAM 2.1/Intensive Outpatient Services Adult/Older: Adult or Adolescent | Drug Medi-Cal Certified Program?  
(10 points for yes and 5 points for no with description of status)  
□ Yes  
□ No  
If no, applicant must describe status of DMC application. |
B. Treatment Program Intro (30 points)
Describe the proposed treatment program approach and strategies and resources to meet The ASAM Criteria and requirements for the Level of Care identified above. Be sure to discuss each of the following level of care specific program components: a) required services (4 points); b) available supports (4 points); c) available therapies (4 points); d) admission/treatment plan review process (4 points); and e) co-occurring mental disorder enhancements (4 points).

(10 points possible for either Adolescent-Specific or Pregnant women/women with dependent children because they are specialty populations.)

1) Adolescent-Specific Considerations

For Outpatient Services or Intensive Outpatient Services proposals that serve adolescent describe adolescent-specific considerations that have been integrated into the treatment program using The ASAM Criteria and the Youth Treatment Guidelines. Please see below for Level of Care considerations.

Check one:

☐ For Outpatient Services, describe: a) staff knowledgeable about adolescent development and experience in working with and engaging adolescents; and b) ongoing services to support therapeutic gains made by adolescents including strategies to prevent relapse and strengthen protective factors such as parental supervision, school performance, and positive peer relationships.

☐ For Intensive Outpatient Services, describe: a) staff knowledge about adolescent development and experience in working with and engaging adolescents; b) assessment and treatment staff’s experience in recognizing adolescent needs for specialty evaluation and treatment for intoxication or withdrawal and ability to arrange for these evaluation and treatment services in a timely manner; and strategies for engaging parents, caregivers or other significant other important resources to obtain information for client assessment and treatment planning.
2) Pregnant Women and Women with Dependent Children

For all levels of care proposing to serve pregnant women and women with dependent children, special components must be integrated in treatment programs. Please describe how all of the following have been integrated into the treatment program:

a. Compliance with the state Fiscal Year 2016-17 Perinatal Services Network Guidelines
b. Primary medical care for women, including referral for prenatal care and child care while women are receiving such services;
c. Primary pediatric care, including immunization for children;
d. Gender specific substance use treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care for women receiving these services;
e. Therapeutic interventions for children in custody of women in treatment which address at a minimum their developmental needs, their issues of sexual and physical abuse, and neglect;
f. Sufficient case management and transportation to ensure that women and their children have access to services;
g. Assessments of child-parent relationship and needs of the child including facilitating access to age-appropriate treatment for the child;
h. Trained staff in child development and positive parenting, trauma-informed care, and gender-specific treatment and staff skills required to establish and maintain recovery while parenting;
i. Trained staff in couples and family therapy to support clients in their interaction with the other parent of the child and/or with their current partner including caregivers and any supportive family members;
j. Connections with supportive resources early in treatment to support client recovery and transitions to other levels of care;
k. Engagement of client family members including significant others; and
l. Collaborative partnerships with family and child serving agencies to put into place supports and services that support client transitions and recovery, including Medi-Cal, TANF, vocational rehabilitation, and housing.

3) Client Engagement (10 points)

Within your treatment program describe the following elements:

a. Describe client treatment engagement strategies and the rationale why these strategies will be successful for the proposed service population.
4) **Medication Assisted Treatment (10 points, greater points awarded to vendor providing MAT onsite)**  
Address all of the following:  
   a. Describe Medication Assisted Treatment services that are available for clients including, but not limited to, staffing and program capacity to prescribe, monitor, adjust, and manage MAT (including buprenorphine, naloxone, disulfiram, naltrexone, acamprosate, and linkage to methadone through OTP services), AND provide clinically necessary adjunctive services for clients with opioid use disorders (4 points);  
   b. Describe strategies and the process for regular communication, consultation, and coordination between SUD treatment staff and client physicians for clients that are prescribed medications (2 points);  
   c. Provide evidence of the provider's success in achieving high levels of client compliance with medication while in treatment including identifying client medication management and support engagement strategies (4 points); and  
   d. List and provide copies in the proposal appendix of authorization agreements with other counties for MAT services to out-of-county clients (required information but no points awarded).  

5) **Recovery Services & Supports (10 Points)**  
Describe how the following recovery services and support will be integrated into the treatment planning, treatment, transitions among levels of care and discharge practices and processes:  
   a. Individual and Group Outpatient Counseling to stabilize clients and reassess if further care is needed;  
   b. Recovery Monitoring: recovery coaching, monitoring via telephone or internet;  
   c. Substance Abuse Assistance: relapse prevention;  
   d. Coordination with Case Management;  
   e. Support Groups: linkages to self-help and support, spiritual and faith-based support; and  
   f. Peer Support Specialists. (Please note: start-up timing will coincide with state approved peer plan)  

6) **Case Management Services (10 Points)**  
Describe how case management services will be integrated into the program including:  
   a. Criteria for determining medical necessity for case management at any given time (anticipating not all clients will meet medical necessity for this service).  
   b. Provision and delivery of case management services such as strategies, staffing, linkages to ancillary services, and level of care review.
### 4. Evidence-Based Practices (10 points) – 2 Pages Maximum

<table>
<thead>
<tr>
<th>A.</th>
<th>Please identify at least two (2) evidenced-based practices (EBPs) that will be offered in the proposed treatment program.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cognitive Behavioral Therapy</td>
</tr>
<tr>
<td></td>
<td>Motivational Interviewing</td>
</tr>
<tr>
<td></td>
<td>Psycho-Education</td>
</tr>
<tr>
<td></td>
<td>Relapse Prevention</td>
</tr>
<tr>
<td></td>
<td>Seeking Safety/Trauma Informed Treatment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>Describe how EBPs will be integrated within the proposed treatment program including all of the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Describe the rationale for how the selected EBPs will support client recovery for the proposed service populations (2 points);</td>
</tr>
<tr>
<td>2)</td>
<td>Identify staff that have been certified and trained to provide each of the EBPs (2 points);</td>
</tr>
<tr>
<td>3)</td>
<td>Identify the process that the provider will use to ensure that each EBP is being offered to fidelity including available staff booster training, available coaching, support during staff supervision, and EBP developer support including any cultural adaptations made to EBPs (2 points);</td>
</tr>
<tr>
<td>4)</td>
<td>Describe how the use of EBPs will be documented (e.g. progress notes) in a manner that is compliant for the purpose of external program reviews and audits (2 points); and</td>
</tr>
<tr>
<td>5)</td>
<td>Describe provider evaluation capacity to collect and report outcome data for clients receiving EBPs including client satisfaction with proposed EBPs (2 points);</td>
</tr>
</tbody>
</table>

If EBPs will be offered that are not listed under 4 A, please list those here: ________________________

### 5. Policies & Regulations (10 points) – 2 Pages Maximum

All SUD treatment providers must comply with all federal, state, and County of Santa Barbara policies, rules and regulations that govern SUD treatment services, funding, and County of Santa Barbara contractors. An assurance must be included in the proposal that providers will comply. In addition, proposals must address the following policies, rules, and funding reimbursement areas:

<table>
<thead>
<tr>
<th>A.</th>
<th>Americans with Disabilities Act (2 points)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Describe provider policies, practices, procedures, and staff training to fully comply with the American with Disabilities Act requirements, including a description of policies, practices and procedures that both protect the client ADA right to have companion animals within treatment settings and ensure the safety of all SUD treatment clients.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>Cultural and Linguistic Competency (2 points)</th>
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<tbody>
<tr>
<td></td>
<td>Describe how provider cultural and linguistic competency policies, practices, procedures, and staff training fully comply with the BEHAVIORAL WELLNESS Cultural and Linguistically Appropriate Services Policy including a discussion about resources available to meet client primary language needs.</td>
</tr>
</tbody>
</table>
| C. **Harm Reduction** (4 points)  
Describe your harm reduction philosophy by including a narrative regarding policies, practices, procedures, and staff training. |
|---|
| D. **Client Confidentiality** (2 points)  
Describe how provider policies, practices, procedures, and staff training comply with all client confidentiality requirements including HIPAA AND 42 CFR Part 2 requirements for mental health, substance abuse and medical/physical health treatment. Include a description of strategies to obtain client consent for information sharing for multi-disciplinary treatment planning, case management, transfer among levels of care and discharge planning. |
| E. **County of Responsibility** (required information but no points awarded)  
Providers will be responsible for billing counties of origin for out-of-county clients receiving services within your program per new County of Responsibility State Requirements. Please comment on ability to work with other Counties for the proposed service populations and provide copies in the proposal appendix of approved, written contracts/agreements with each of those counties for reimbursement for treatment and medication assisted treatment costs. Where contracts and agreements have not yet been executed, please describe the approval process and anticipated approval dates of contracts and agreements. |
6. **Electronic Health Records & Data Systems** (10 points) – 3 Pages Maximum

A. Describe all of the following:

1) How the provider’s protocols and strategies will support the timely and accurate entry and transmission of data for the State CalOMS Treatment data system (including anticipated state updates), the State Drug and Alcohol Treatment Access Report data system, and Behavioral Wellness’ Clinicians Gateway and Sharecare data and billing systems (4 points);

2) How adequate staffing and resources will be available to support EHR (Clinicians Gateway), evaluation, and data system reporting requirements described in this RFP, including the process for monitoring and managing data entry and available training for staff on timely, accurate and compliant data entry and reporting (4 points);

3) How provider data collection systems or software will allow for timely submission/transmission (within 24 hours) of required DMC-ODS Pilot and Behavioral Wellness data and describe their compatibility with Behavioral Wellness’ data collection systems (2 points); and

4) How data entry and transmission policies, protocols and procedures fully comply with client confidentiality requirements (required information, but no points awarded); and

B. Provide an assurance that the provider will meet future Behavioral Wellness’ electronic health record requirements (e.g. any upgrades) and QI data collection and transmission requirements and will submit all data requested by Behavioral Wellness within 24 hours (assurance required but no points awarded).
7. Evaluation & Quality Improvement (10 points) – 4 Pages Maximum

Provide the following information:

A. Evaluation & Quality Improvement

1) Describe and provide the process for collecting, analyzing and integrating outcomes/evaluation and quality improvement data into treatment program planning, development, and implementation activities with the goal of improving client experience (2 points);

2) Describe how the provider’s evaluation and quality improvement protocol and policies are consistent with the DMC-ODS Pilot evaluation and quality improvement requirements and include a copy of the evaluation and quality improvement policy in the proposal appendix (2 points); and

3) Describe how you will capture at a minimum the following DMC-ODS Pilot program and client outcomes (6 points):
   a) High client engagement and participation;
   b) Client access to treatment services within 72 hours;
   c) Client treatment progress and recovery;
   d) High client compliance with medications/MAT use;
   e) Appropriate client utilization of services/ASAM assessments (level of care placements);
   f) Successful care transitions and discharges;
   g) Collaborative treatment planning with mental health and primary care;
   h) Case management/navigation support for clients;
   i) High client perceptions of service access/quality (Treatment Perceptions Survey; see Exhibit I); and
   j) High accuracy/quality of client and program data (less than 5% error rate).

B. Staffing and Resources

1) Identify an evaluation and QI point of staff contact OR identify a dedicated evaluation and QI staff person/subcontractor (see scoring preference) that will be responsible for meeting all evaluation requirements (required information but no points awarded); and

2) Provide confirmation that all staff will be trained on DMC-ODS Pilot and Behavioral Wellness evaluation requirements and the provider will submit all required evaluation and QI data to Behavioral Wellness in a timely manner (required confirmation but no points awarded).
8. Workforce Development & Staffing (20 points) – 5 Pages Maximum

A. In addition to providing a one (1) page organizational chart that shows proposed SUD outpatient treatment full-time equivalents (FTEs) by profession and where those FTEs report within the provider's organization (the organizational chart does not count toward maximum page limit), address the following:

1) Adequate number of qualified and experienced staff to serve proposed service populations including a staffing plan that includes a medical director as well as proposed staff to client ratios (staff client caseloads), and proposed clinical supervisor to staff ratios.

2) A staff supervision model that support the role of supervisors in staff coaching, client care, and QI and service utilization activities;

3) An SUD treatment staff training plan for Fiscal Year 2018-19 that supports staff in meeting DMC-ODS Pilot and Behavioral Wellness requirements including how and which state supported training will be accessed; and

4) A description of the provider’s process, policies and procedures for meeting all of the following professional licensure and workforce requirements:

   a. Professional staff must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.

   b. Licensed Practitioner of the Healing Arts includes: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians;

   c. Certified AOD counselors per Title 9 standards.

   d. Non-professional staff shall receive appropriate on-site orientation and training prior to performing assigned duties. Non-professional staff will be supervised by professional and/or administrative staff;

   e. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring; and

   f. Registered and certified alcohol and other drug counselors must adhere to all requirements in the California Code of Regulations, Title 9, Chapter 8.
5) Mono-lingual language capacity including languages offered and percentage of staff whom are bilingual/bicultural in the threshold languages of English and Spanish (all information required, but no points awarded).

   a. An assurance that any vacant positions will be filled within 90 days of receiving a contract award to provide SUD treatment services; and

   b. List of professional licensed and credentialed staff and include in the proposal appendix copies of all professional licenses for staff.

9. Fiscal Capability and Experience of the Applicant (15 points) – 5 Pages Maximum

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.
10. **Program Budget (30 points) – Templates (Staffing Schedule, Budget Worksheet, Rate Worksheet, and Treatment Hours) and up to five pages for Narrative**

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:

<table>
<thead>
<tr>
<th>A. Budget Spreadsheets (see Exhibit B) – 10 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>ii. Provide a salary worksheet to indicate the number of FTEs and salary costs for both direct service staff and non-direct service staff.</td>
</tr>
<tr>
<td>iii. 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.</td>
</tr>
<tr>
<td>iv. Provide a proposed budget for each type of program listed below:</td>
</tr>
<tr>
<td>a. Level 1 Outpatient Treatment Services (OTS)</td>
</tr>
<tr>
<td>b. Level 2.1 Intensive Outpatient Treatment Services (IOT)</td>
</tr>
<tr>
<td>c. Opioid Treatment Program (OTP)</td>
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<tr>
<td>And if applicable, within each type of program, include budgeted costs for the following:</td>
</tr>
<tr>
<td>d. Case Management,</td>
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<tr>
<td>e. Recovery Services,</td>
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<tr>
<td>f. MAT,</td>
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<tr>
<td>g. Physician Consultation.</td>
</tr>
<tr>
<td>v. Provide a spreadsheet listing the budget for each service, units of service in 15 minute increments, and cost per 15 minute unit of service for each type of service is required (a, b, c and if applicable d, e, f, g).</td>
</tr>
</tbody>
</table>
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 how you arrived at these rates based on the budget projections and units of service. Address the efficacy of the rates in connection with the cost reporting requirements of the State Department of Health Care Services (DHCS).

v. 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.
11. **Management and Reporting Capabilities (15 points) – 3 Pages Maximum**

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**

12. **Policies and Procedures (5 points) – 1 Page Maximum**

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**
13. Legal Information (5 points) – 1 Page Maximum

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.

14. Supportive Information (5 points) – No Page Limit

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 content.
15. Attachments (5 points) - No Page Limit

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. Copies of staff certification/licenses;

G. Annual audited Financial Statement (most recent);

H. Tax Return (most recent filed);

I. Cultural Competence information (Exhibit D);

J. Pre-Award Assessment Sheet (Exhibit E); and

K. Certification Checklist (Exhibit F).
## OVERVIEW OF APPLICATION ELEMENTS AND CRITERIA (for reference only)

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
<th>Maximum Points (245 points total)</th>
<th>Maximum # Pages (55 Maximum Pages)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>RFP Application Cover Sheet</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Service Populations Description</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Geographic Service Areas Description</td>
<td>15</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Treatment Program Narrative</td>
<td>80</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Evidence Based Practices</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Policies &amp; Regulations</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Electronic Health Records &amp; Data Systems</td>
<td>10</td>
<td>3</td>
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<tr>
<td>7</td>
<td>Evaluation &amp; Quality Improvement</td>
<td>10</td>
<td>4</td>
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<tr>
<td>8</td>
<td>Workforce Development &amp; Staffing</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>9</td>
<td>Fiscal Capability and Experience of the Applicant</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Program Budget</td>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>Management and Reporting Capabilities</td>
<td>15</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>Policies and Procedures</td>
<td>5</td>
<td>1</td>
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<tr>
<td>13</td>
<td>Legal Information</td>
<td>5</td>
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<tr>
<td>14</td>
<td>Supportive Information</td>
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<tr>
<td>15</td>
<td>Attachments A-F</td>
<td>5</td>
<td>n/a</td>
</tr>
</tbody>
</table>
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 April 13, 2018.

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:

Amber Foschaar, J.D.
Contracts Specialist
Santa Barbara County
Department of Behavioral Wellness
Phone: 805-681-5225
E-mail: 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://countyofsfb.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.
Check only the Program outlined in this application; separate applications with separate cover sheets are required for each program.

Applying for (one option per proposal):

- Level 1 Outpatient Treatment Services
- Level 2.1 Intensive Outpatient Treatment Services
- Opioid Treatment Program

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)

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. Agency Organizational Chart  E. Current Board Members List, if applicable
B. Insurance  F. Annual Financial Statement (most recent)
C. Program Reference List  G. Tax Return (most recently filed)
D. Professional Reference List  H. Copies of direct service staff license/certifications

_________________________________________  __________________________

Signature of Owner/CEO  Date
## EXHIBIT B
Excel Budget Template
(Editable version with staffing schedule, rate worksheet, and treatment hours per week available online at [http://countyofsbohsb.org/behavioral-wellness/bids.sbc](http://countyofsbohsb.org/behavioral-wellness/bids.sbc))

### Santa Barbara County Behavioral Wellness RFP Budget Packet

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<tr>
<th>Entity Budget By Program</th>
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**AGENCY NAME:**

**FACILITY NAME:**

**COUNTY FISCAL YEAR:** FY 2018-19

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

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<td>COUNTY ADMIN PROGRAMS TOTALS</td>
<td>Start Up Costs</td>
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<td>Program 3</td>
<td>Program 4</td>
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## EXHIBIT B

### Excel Budget Template

(Editable version with staffing schedule, rate worksheet, and treatment hours per week available online at [http://countyofsb.org/behavioral-wellness/bids.sbc](http://countyofsb.org/behavioral-wellness/bids.sbc))

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<th>III. DIRECT COSTS</th>
<th>TOTAL AGENCY/ORGANIZATION BUDGET</th>
<th>COUNTY ADMIN PROGRAMS TOTALS</th>
<th>Start Up Costs</th>
<th>Program 1</th>
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EXHIBIT B
Excel Budget Template
(Editable version with staffing schedule, rate worksheet, and treatment hours per week 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*

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<td>Total FTEs</td>
<td>Start-Up Costs</td>
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<tr>
<td>23 Total Other Staff</td>
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<tr>
<td>24 Total Salaries/Wages</td>
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</tbody>
</table>
### EXHIBIT B
Excel Budget Template

(Editable version with staffing schedule, rate worksheet, and treatment hours per week available online at [http://countyofsb.org/behavioral-wellness/bids.sbc](http://countyofsb.org/behavioral-wellness/bids.sbc))

<table>
<thead>
<tr>
<th>AGENCYNAME</th>
<th>FACILITYNAME</th>
<th>COUNTY FISCAL YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>FY 2018-19</td>
</tr>
</tbody>
</table>

Gray Shaded cells contain formulas, do not overwrite

<table>
<thead>
<tr>
<th>COLUMNS</th>
<th>1</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Direct Service Time - enter number of 15 minute units</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>OTS</td>
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<td>7</td>
<td>IOT</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8</td>
<td>Case Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Recovery Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Physician Consultation</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>MAT</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>12</td>
<td>Cost Per Unit - enter proposed rate per 15 minute unit</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>13</td>
<td>OTS - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>14</td>
<td>IOT - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Case Management - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td>Recovery Services - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Physician Consultation - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>18</td>
<td>MAT - Cost Per 15 Minute Unit (proposed rates)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget by Service Type

<table>
<thead>
<tr>
<th>Service</th>
<th>OTS - Cost Per 15 Minute Unit (proposed rates)</th>
<th>IOT - Cost Per 15 Minute Unit (proposed rates)</th>
<th>Case Management - Cost Per 15 Minute Unit (proposed rates)</th>
<th>Recovery Services - Cost Per 15 Minute Unit (proposed rates)</th>
<th>Physician Consultation - Cost Per 15 Minute Unit (proposed rates)</th>
<th>MAT - Cost Per 15 Minute Unit (proposed rates)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
</tbody>
</table>

Total Program Costs

<table>
<thead>
<tr>
<th>Cost</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>
### Customer References

<table>
<thead>
<tr>
<th></th>
<th>COMPANY/ORGANIZATION NAME:</th>
<th>ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EMAIL ADDRESS:</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>COMPANY/ORGANIZATION NAME:</th>
<th>ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TELEPHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EMAIL ADDRESS:</td>
<td></td>
</tr>
</tbody>
</table>

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.

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

57
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 Amber Foschaar, 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
## EXHIBIT E
Pre-Award Risk Assessment

<table>
<thead>
<tr>
<th>Audits</th>
<th>Yes</th>
<th>No</th>
<th>Details/ supporting documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have you completed an annual audit in accordance with Uniform Guidance Single Audit requirements a single audit?</td>
<td></td>
<td></td>
<td>Please provide a copy</td>
</tr>
<tr>
<td>Have your annual financial statements been audited by an independent audit firm?</td>
<td></td>
<td></td>
<td>Please provide a copy</td>
</tr>
<tr>
<td>Does your organization have a financial management system that records the source and application of funds for award-supported activities?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Are all cash disbursements within the organization fully documented with evidence of receipt?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Does organization have an effective system or procedure to control paid time charged to awarded funds?</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### EXHIBIT E  
#### Pre-Award Risk Assessment

<table>
<thead>
<tr>
<th>Does organization have an effective system or procedure for authorization and approval of:</th>
<th></th>
<th></th>
<th>Details/ supporting documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td></td>
<td>Travel expenditures?</td>
</tr>
<tr>
<td>Is Government property inventory maintained that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?</td>
<td></td>
<td></td>
<td>Do you have written policies that address:</td>
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<td>Pay Rates and Benefits?</td>
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<td></td>
<td>Time and Attendance?</td>
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<td>Leave?</td>
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<td></td>
<td>Discrimination?</td>
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<td></td>
<td>Conflicts of Interest?</td>
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<td></td>
<td></td>
<td>Purchasing?</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Record retention?</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
<td></td>
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<td>-------------------------------------------------------------------------</td>
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<td></td>
<td></td>
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<tr>
<td>Petty Cash?</td>
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<td></td>
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<tr>
<td>Accounts Payable?</td>
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<td></td>
</tr>
<tr>
<td>Accounts Receivable?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>IT?</td>
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<td></td>
<td></td>
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<tr>
<td>Credit cards?</td>
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<tr>
<td>Do you subcontract to perform duties under this contract?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Does your organization have appropriate insurance documents?</td>
<td>Submit insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your organization have a cost allocation plan?</td>
<td>Please provide a copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has there been a change in your senior management team in the past year?</td>
<td></td>
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</tr>
<tr>
<td>Have any key program staff started with the organization in the past year?</td>
<td></td>
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</tr>
<tr>
<td>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?</td>
<td>If yes, please describe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has your agency had any bankruptcies or defaults?</td>
<td>If yes, please describe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has your agency been de-barred or suspended from government programs?</td>
<td>If yes, please describe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has your agency been placed on a corrective action plan within the past 12 months by any agency?</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Details/ supporting documentation</th>
</tr>
</thead>
</table>

**Organized Delivery System – 42 Code of Federal Regulations Section 483**

<table>
<thead>
<tr>
<th>Do you have a documented process for credentialing and re-credentialing of providers (i.e. - individual providers?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have a license and/or certification issued by the State that is in good standing?</td>
</tr>
<tr>
<td>Are you under investigation for Medi-Cal fraud?</td>
</tr>
</tbody>
</table>
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.*
The DMC-ODS Waiver and 42 CFR Section 438 require that counties have policies and procedures for provider selection. Applicants must certify that the following elements are incorporated into their policies and procedures. This includes the following:

- □ Applicant has a documented process for credentialing and re-credentialing of providers (i.e., individual practitioners);
- □ Applicant has a license and/or certification issued by DHCS that is in good standing;
- □ Applicant, prior to the furnishing of services under this RFP, has enrolled with, or revalidated their current enrollment with, DHCS as a DMC provider under applicable federal and state regulations, has been screened in accordance with 42 CFR 455.450(c) as a “high” categorical risk prior to furnishing services under this pilot, has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107, and has complied with the ownership and control disclosure requirements of 42 CFR 455.104;
- □ Applicant is not under investigation for Medi-Cal fraud;
- □ Applicant has a Medical Director who, prior to the delivery of services under this RFP, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this pilot, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107;
- □ Applicant accepts Behavioral Wellness right to revoke delegation of county responsibilities to a proposer or impose other sanctions if a contractor’s performance is inadequate;
- □ Applicant meets state standards for timely access to care and services, taking into account the urgency of the need for services;
- □ Applicant offers hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-services, if the provider serves only Medicaid enrollees;
- □ Applicant agrees that any decision issued by DHCS with regard to a bidder’s appeal to DHCS following the Behavioral Wellness contract protest procedure shall be final and not appealable.

The agency named below acknowledges it has read and understands all of the requirements above and certifies that the agency and its agents, employees and contractors will comply with each of the requirements at the time of Contract Execution.

________________________________________________________________________
Agency Name                                                                 Date

Printed Name of Agency Authorized Representative

________________________________________________________________________
Signature of Agency Authorized Representative
EXHIBIT G
County Standard Terms, Indemnity, and Insurance Requirements

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

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
EXHIBIT G
County Standard Terms, Indemnity, and Insurance Requirements

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.

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 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 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.

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 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.

**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.

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 client 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.

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
EXHIBIT G
County Standard Terms, Indemnity, and Insurance Requirements

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.
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.

B. Other Insurance Provisions
EXHIBIT G
County Standard Terms, Indemnity, and Insurance Requirements

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 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.
Bidder’s Conference Notification

March 22, 2018 at 9:30-11:30 am
Santa Ynez Valley Marriott
555 McMurray Road
Buellton, CA 93427
Santa Rita Hills Conference Room
EXHIBIT I
TREATMENT PERCEPTION SURVEY

Treatment Perceptions Survey (Adult)

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.

1. The location was convenient (public transportation, distance, parking, etc.).
2. Services were available when I needed them.
3. I chose the treatment goals with my provider’s help.
4. Staff gave me enough time in my treatment sessions.
5. Staff treated me with respect.
6. Staff spoke to me in a way I understood.
7. Staff were sensitive to my cultural background (race, religion, language, etc.).
8. Staff here work with my physical health care providers to support my wellness.
9. Staff here work with my mental health care providers to support my wellness.
10. As a direct result of the services I am receiving, I am better able to do things that I want to do.
11. I felt welcomed here.
12. I like the services offered here.
13. I was able to get all the help/services that I needed.
14. I would recommend this agency to a friend or family member.

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 have you 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 □ Native Hawaiian/Pacific Islander □ Other □ Unknown
□ Asian □ Black/African American □ White/Caucasian

Thank you for taking the time to answer these questions!

Revised 06/26/17
10-328 Treatment Perception Survey - English