

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 952-5338

MONOLINGUAL (SPANISH) LONG-TERM RESIDENTIAL SERVICES – ADULT MALES

Issue Date: March 6, 2015

Closing Date: APRIL 6, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114, e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL
SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD
INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

Proposal No. 952-5338

Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

Proposal No. 952-5338

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

Proposal No. 952-5338

data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The County Administrative Policies referenced below will apply to this Request for Proposal:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee

benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head

Proposal No. 952-5338

including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

TABLE OF CONTENTS

	<u>PAGE</u>
OVERVIEW	3
KEY DATES	4
TRADE SECRET ACKNOWLEDGEMENT	5
DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS	7
REFERENCE LIST.....	10
PARTICIPATION.....	11
GENERAL REQUIREMENTS	12
SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS.....	19
SCOPE OF WORK.....	22
COST PROPOSAL.....	33
PROPOSAL CONTENT REQUIREMENTS	36
AWARD CRITERIA	39
CHECK LIST	40
ATTACHMENTS	41

OVERVIEW

The County of Fresno on behalf of the Department of Behavioral Health is requesting proposals from qualified vendors to provide non-medical substance use disorder (SUD) recovery, treatment, or detoxification services to adults.

This Request for Proposal includes long-term (60 days with up to a 30-day extension when clinically appropriate) residential services for monolingual Spanish-speaking adult males.

The successful bidder will have an established treatment service history; be currently licensed by the State of California to provide residential services; and currently be designated under Federal income tax law under section 501(c)3 of the Internal Revenue Code. The agency will provide trained personnel who can deliver treatment and/or recovery services in accordance with all applicable State, Federal and local laws, and rules and regulations. At least thirty percent (30%) of staff providing counseling services shall be certified or licensed under California Code of Regulations (CCR) Title 9. All other counseling staff shall be registered to obtain certification with a certifying organization as required by California Department of Health Care Services (DHCS) counselor regulations.

The County of Fresno is in the process of developing a broad continuum of services including different levels of care. Residential services are one element of that continuum; therefore, agencies must be willing to be flexible about partnering and coordinating with other providers and services which are part of that continuum.

The term will be for three years with two additional twelve (12) month periods pending funding availability, performance and fiscal reviews. The effective date for services to start will be July 1, 2015. The total maximum funding available for this contract is \$194,393 annually. Bids submitted will be evaluated on cost as well as other factors

KEY DATES

RFP Issue Date:	March 6, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	March 20, 2015 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	March 25, 2015 at 5:00 P.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	April 6, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <u>not</u> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature		Telephone
Print Name and Title		Date
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the 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 thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. 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 the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Attn: Okie Lewis, 515 S. Cedar Avenue, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On March 20, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and four (4) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or

interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than March 25, 2015 at 5:00 p.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to gcornuelle@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

ALCOHOL AND DRUG-FREE LONG-TERM RESIDENTIAL - MONOLINGUAL SPANISH-SPEAKING MALES

Introduction

Treatment services for monolingual Spanish-speaking males have historically been scarce. In order for treatment to be effective for this unique population, knowledge and application of appropriate linguistic and/or cultural/ethnic practices must guide the delivery of services.

Residential treatment is the provision of food and shelter in a community based facility in conjunction with intensive and structured recovery activities. The activities involve face-to-face interaction with designated program staff and participant attendance according to a planned and specified schedule. The scope of activities includes:

- Habilitative and Rehabilitative Services
- Counseling – Individual/Family/Group
- Collateral Services
- Case Management
- Treatment Planning
- Recreation
- Food and Shelter

Each bid must respond to the Effective Program Principles Matrix (Attachment A). All bidders must demonstrate in their response that they are able to meet all requirements.

Bidder(s) will be evaluated and selected based on their proposed services, how well their proposal addresses the required service, their knowledge and any relevant experience, the bidder's exhibited sensitivity to the target population within their response to this RFP, and the demonstrated knowledge of evidence-based strategies and data-driven programs within the SUD field.

Contractors are to complete and submit a summary of proposed staff, detailed budget and detailed budget narrative/justification forms in the Budget Forms template provided (Attachment C) and a Proposal Identification Worksheet (Attachment B). The narrative/justification must explain in detail and justify each line item included in the cost proposal.

The RFP response should include a cost per daily bed slot. Annual reimbursement of services will not be paid in excess of the cost per daily bed slot established in the executed agreement. Contractor will have the option to receive an annual increase of no more than 1.5% of the prior year's total funding amount for the purpose of recognizing increases in the cost of doing business. To receive the increase, Contractor must request and justify it in their RFP response.

Service Expectations

The successful bidder will provide currently licensed long-term (60 days) residential SUD services as described. Services under this agreement will be delivered at a site located in Fresno County for alcohol and other drug abusing/dependent adult (18+) residents of Fresno County. Agencies will provide program participants with adequate food, a safe environment, and a clean bed and shower facility. These services are designed to assist the significantly impaired substance abusing Spanish-speaking male to:

- Identify and develop an understanding of the SUD addiction/abuse process and how it makes him vulnerable to relapse;
- Explore family/support system dynamics and how they relate to addiction, recovery and relapse potential;
- Lead a productive, alcohol/drug-free lifestyle by incorporating personal and community support systems such as aftercare, self-help, peer support groups, and relapse prevention.
- Develop a continuing care plan prior to his re-entry into the community that incorporates support and mutual help groups, ancillary services such as housing, vocational training, employment, child care, family reunification, medical care, mental health care, legal aid, welfare services and other supportive functions to help in his success in recovery.

The successful bidder will be operational and able to provide services as proposed effective July 1, 2015.

General Requirements

- Incorporate evidence-based, outcome-informed treatment methods.
- Demonstrate experience and/or knowledge of working with relevant statewide, municipal and community based agencies that interface with the target population.
- Demonstrate an ability to work in cooperation with other agencies to provide linkages to individual and family supportive services.
- The ability to be flexible in meeting unique participant needs by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS).
URL: <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- All agencies providing substance use disorder services must acquire State of California Alcohol and Other Drug Programs Certification and abide by the Certification Standards, March 2004.
URL: http://www.dhcs.ca.gov/provgovpart/Documents/AOD_Certification_Standards.pdf
- Residential programs must be licensed by State of California in addition to State Alcohol and Other Drug Certification.
- Staff shall meet all requirements for certification for individuals providing counseling services in alcohol and other drug (AOD) recovery and treatment programs per California Code of Regulations (CCR), Title 9, Division 4, Chapter 8.
- Conduct Live-Scan criminal background checks for all counselors and staff having contact with children.

Target Population

To the extent possible, the target population for this program shall include, but not be limited to:

- Monolingual Spanish-speaking males with substance use disorders;
- Underserved populations such as the disabled and low-income individuals;
- Spanish-speaking men who have co-occurring substance use and mental health disorders; and
- Residents of Fresno County.

Minimum Duration and Intensity

There shall be a minimum of twenty (20) hours SUD-focused face-to-face individual and group activity for each participant scheduled from Mondays through Fridays and a minimum of six (6) hours of face-to-face individual and group activity scheduled on Saturdays and/or Sundays for a total of 26 hours per week. Face-to-face individual sessions are one-on-one (counselor/client); group sessions must include a minimum of 2 and a maximum of 12 individuals. The successful bidder will be responsible to ensure that documentation exists in sufficient detail to clearly identify the number of hours of SUD-focused individual and group activity for each client, each week.

Counseling Services

The program shall provide individual, group, and family counseling. Family members are encouraged to participate in family programming, if their participation would promote recovery. Individual and group sessions shall be directed toward concepts of withdrawal, recovery, alcohol and drug-free lifestyle, and relapse prevention and familiarization with related community resources. Emphasis shall be placed on the recovery continuum appropriate to the client. Group sessions shall encourage participants to identify and resolve SUD-related problems, to examine personal attitudes and behaviors and provide support for positive change in lifestyle and recovery. Private counseling sessions shall be available on a scheduled basis and at the request of the participant. Each participant shall receive a minimum of one individual session, one process group, and one family group per week.

Psycho-educational Groups

Programs must provide or arrange for a wide range of psycho-educational components that include but are not limited to:

- Physical, emotional, social and cultural antecedents to alcohol and other drug dependence;
- Physical, emotional, social, psychological and cultural effects of alcohol and other drug use on the well-being of the individual and his family;
- Destructive and healthy relationships as they affect the individual's recovery and his ability to cope;
- Physical and developmental impacts of SUD use on men;
- Tobacco use and the impact on men;
- Educational/vocational training and how to integrate it into recovery;
- Life skills and resources;
- TB, HIV and STD prevention/intervention education and counseling;
- Stress/anger management;
- Domestic violence;
- Relapse prevention;
- The nature and use of ego defense mechanisms such as denial, minimizing, blaming, etc.; and
- Self-help philosophy and how to develop peer support.

Length of Treatment

The minimum length of primary treatment shall be one (1) day and the maximum length shall be sixty (60) days. The County shall pay for no less than one (1) day and no more than sixty (60)

days of treatment per participant. The organization may request approval from Department of Behavioral Health, Contracts Division – Substance Use Disorder Services to extend a client beyond the sixty (60) days of residential treatment (for up to 30 days). Approval for extending beyond the sixty (60) day period should be requested prior to the resident's 45th day of service.

Residential treatment programs must maintain a complete daily census of all participants' served and all statistical information required by Fresno County. In addition, residential treatment programs shall maintain complete records of services, and contain all the data necessary in reporting to the State of California, referral sources and County including records of group and individual counseling and progress notes.

The program shall fully describe its existing procedure for continuous quality management and improvement with supporting documentation, as well as an evaluation component to determine the effectiveness of the services provided to each participant.

The successful bidder(s) agrees to coordinate, cooperate, and comply with specific requirements from Department of Behavioral Health, Contracts Division – Substance Use Disorder Services Administration.

Outcomes

The successful bidder will be evaluated on their ability to engage, retain and transition clients from the residential level of service to a lower level of service, to outpatient level. It will be incumbent on the provider to have a close working relationship with the receiver of referrals. Additionally, the successful bidder will be required to collect and report outcomes data to the County bi-annually, or as required by County.

Required outcomes will be measured at intake, discharge and post-treatment (one-year follow-up) and will include:

- Abstinence from AOD use.
- Criminal involvement
- Employment status
- CPS involvement
- Social support/connectedness
- Treatment of co-occurring disorders

Key Staffing Requirements for Monolingual Long-Term Residential Services

All proposals submitted must meet all staffing requirements for all treatment services identified in the RFP and must include staffing patterns with job descriptions for each position. Descriptions must contain education, experience and licensure standards. Resumes for current staff members proposed to be assigned to this project must be included in the response. Each employee must have first aid, CPR training, and a tuberculosis test clearance. TB tests must be completed for each employee not more than sixty days prior to or seven days after employment, with annual TB testing thereafter. The organization shall provide trained personnel who can deliver treatment and/or recovery services in accordance with all applicable State, Federal and local laws, and rules and regulations. At least thirty percent (30%) of staff providing counseling services shall be licensed or certified under the California Code of Regulations Title 9. All other counseling staff shall be registered to obtain certification with a certifying organization as required by DHCS counselor regulations per CCR, Title 9, Division 4, Chapter 8, and shall meet all other County staffing requirements.

I. PROGRAM/PROJECT DIRECTOR

The program/project director shall demonstrate sufficient knowledge in the field of SUD treatment, principles of recovery, state licensing and certification standards, personnel management and budget development.

Minimum requirements are as follows:

- Bachelor's degree required, Master's degree and certification in clinical supervision and SUD counseling preferred;
- Administrative experience and capabilities including budgeting responsibilities and personnel management;
- Demonstrated knowledge of applicable state and federal regulations;
- Two (2) years of experience supervising personnel;
- One (1) year of experience managing program budget including preparing or directing the preparation of budgets and cost reports.

II. CLINICAL SUPERVISOR

The clinical supervisor shall demonstrate sufficient knowledge in the field of SUD treatment, principles of recovery, and knowledge regarding principles, models and methods of clinical supervision specific to alcohol and drug counselor certification standards.

Minimum requirements are as follows:

- Bachelor's degree required, Master's in relevant field preferred (psychology, social work, rehabilitation);
- Certification in clinical supervision and alcohol and other drug counseling;
- Two (2) years of experience providing direct SUD treatment or recovery services.

III. COUNSELOR

Program staff who conduct individual or group counseling sessions, intake interviews, client exit conferences, and/or assessments of clients' SUD problems shall demonstrate sufficient knowledge in the field of SUD treatment, principles of recovery and counseling.

Minimum requirements are as follows:

- Individuals providing counseling services as defined in Chapter 8, Subchapter 1. Section 13005, 4. A-F shall be in compliance with Chapter 8 (commencing with Section 13000) Section 9846, 10125 and 10564, *Division 4, and Title 9, California Code of Regulations (Counselor Certification Regulations)*.
- Two (2) years of experience in providing direct counseling services to persons with SUD problems;
- Two (2) years of college-level education;
- Two (2) years of SUD counseling experience may be substituted for one (1) year of college-level education. No more than one (1) year of college-level education may be substituted with SUD counseling experience.

IV. ADDITIONAL REQUIREMENTS AND DEFINITIONS

- A. "One (1) year of college-level education" is defined as the satisfactory completion of at least twenty-four (24) semester units, or the equivalent, of classroom instruction

provided by an accredited or state-approved, public or private, post-secondary institution of higher learning.

1. At minimum, twelve (12) of the twenty-four (24) semester units required shall be in alcohol and drug studies, psychology, counseling, social work or a closely related field.
- B. "One (1) year of experience" means 1,776 total hours of full or part-time, compensated or uncompensated work experience.
- C. The provider agency shall require all employees to have written evidence of their qualifications.
- D. Resumes, applications, reference checks and/or transcripts documenting work experience and education may be used to meet the requirements of this section.
- E. The provider agency shall have written guidelines specifying the requirements to be employed by the provider agency.
- F. Volunteers and/or interns may assist in conducting educational sessions, group counseling sessions, intake interviews, exit interviews or assessments of alcohol and/or other drug problems.
 1. Volunteers and/or interns shall be under the direct supervision of program staff.
 2. Volunteers and/or interns shall not provide services unless the supervising staff member is present in the room during the provision of services.
- G. Providers that cannot meet the minimum experience, educational and/or certification requirements as described above shall submit for County approval a plan that describes how the agency plans to adequately train and supervise these staff. This plan shall be approved prior to these staff conducting individual or group counseling sessions, intake interviews, client exit conferences, or assessments of clients' SUD problems, and/or clinical supervision.
- H. Any variance from the key staffing requirements must be reviewed with and approved by the County Alcohol and Other Drug Program Administrator or designee before implementation. Variations implemented without prior approval shall not be supported by County funds.

V. THE CONTINUUM OF WORKING ACROSS CULTURES

The need for cultural competence in SUD treatment services at the individual client-provider level can be justified by a number of specific factors that include:

- The perception of illness and disease and their causes varies by culture;
- The diverse belief systems that exist related to health, healing, and wellness;
- Cultural influences that help seeking behaviors and attitudes towards substance abuse treatment providers and health care providers in general;
- Individual preferences and culture that affect traditional and nontraditional approaches to SUD treatment and health care in general;
- Patients having personal experiences of biases within the SUD treatment and health care systems;
- Environmental conditions influencing cultural practices, beliefs, and perceptions; and
- SUD providers from culturally and linguistically diverse groups being under-represented in the current service delivery system.

Culturally competent SUD treatment providers are characterized by acceptance of and respect for difference, continuing self-assessment regarding culture, careful attention to the dynamics of differences, continuous expansion of cultural knowledge and resource, and adaptations of service models in order to better meet the different needs of different racial and/or ethnic groups. Such agencies recognize and value groups as distinctively different from one another and as having numerous subgroups, each with important cultural characteristics. These agencies seek staff that represents the racial and ethnic communities being served and are comfortable working in cross-cultural situations.

Fresno County's ultimate goal is to obtain culturally proficient SUD treatment providers. Culturally proficient agencies seek to add to the knowledge base of culturally-competent practices by conducting original research, developing new therapeutic approaches based on culture, and publishing and disseminating the results of their research and demonstration projects. Culturally proficient agencies hire staff who are specialists in culturally competent practice. Such agencies are expansive, advocating for cultural competence throughout the SUD treatment and health care systems for improved relations between cultures.

VI. LANGUAGE

Interfacing with racial and/or ethnic groups, appreciation of their language, and the different accents, idioms, and meanings within different sub-groups, are crucial to becoming culturally competent. Cultural competence is not necessarily indicated by one's ability to speak the language. A provider or a patient may be able to literally speak the same language but the effectiveness of that communication is influenced by the cultural exposure that fosters command of the meaning of the words and phrases. Direct translations of English into other languages without cultural awareness of the meaning, idioms, slang usage, and various contexts in which those languages are used, can lead to confusion and miscommunication.

VII. OTHER REQUIREMENTS

The successful bidder will be able to demonstrate sensitivity, knowledge and/or awareness of problems with the populations to be served, describing their length of experience and quality of care in providing SUD services. Bidders shall demonstrate how their agency intends to incorporate sensitivity into its program to meet Fresno County's diverse population, including addressing issues based upon culture, ethnicity, gender, and sexual orientation. This should be reflected in staff recruitment and training, program activities, and throughout program design and implementation.

The program shall describe a procedure for continuous quality management, as well as a detailed evaluation component to determine the effectiveness of the services provided to each participant.

Successful bidders must maintain a complete daily census of all participants' served and all statistical information required by the Fresno County Department of Behavioral Health, Contracts Division – Substance use Disorder Services. In addition, programs shall maintain complete records of services that contain all the data necessary in reporting to the State of California, referral sources and County including records of individual and group counseling and progress notes.

General Contractual Requirements

The County will prepare and negotiate its own contract with the successful bidder.

The following are general terms which Fresno County expects to be part of the final contract to be negotiated following selection of the bidder. Each proposal should identify which of the provisions, if any, is not acceptable and set forth proposed language that is acceptable.

Each representation of fact and of future performance in the bidder's proposal may be incorporated completely within the contract as a warranty by the bidder. Any statement of fact or of future performance that is not intended by the proposed bidder as a warranty should be clearly identified.

It is expected that the contract with the successful bidder shall contain provisions that express the following:

A. Prime Responsibility

The selected party will be required to assume full responsibility for all services and activities offered in their proposal, whether or not they provide them directly. Further, the County of Fresno will consider the selected agency or organization to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement.

B. Contract Payment Schedule

Monthly reimbursements will be made to the contracting individual, agency or organization upon the receipt and acceptance of monthly claims for reimbursement along with the Waiting List Record. No reimbursement for services shall be made until both the Waiting List Record and invoice have been received and reviewed. These claims shall be in accordance with the County cost reimbursement system. Billings shall be received as soon as possible after the end of the month but no later than the 20th day following the end of the month. Monthly reimbursements by County shall be in arrears, for services provided during the preceding month, and monthly reimbursement by County shall be made a minimum of 45 days after receipt and verification of Contractor's invoices by the County. If Contractor should fail to comply with any provision of this Agreement, County shall be relieved of its obligation for further compensation. The funds to be provided for these services are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or the Agreement terminated at any time by giving the Contractor 30 days advance written notice.

NOTE: The individual, agency or organization may request a one month start-up cost. The amount of funds requested shall be no more than one-twelfth of total annual funds. Requests for start-up funds must be included in the bidder's proposal along with explanation/justification.

C. Reporting

The Department of Behavioral Health will require the submission of hard copy and/or electronic monthly reports. These include monthly Waiting List Record reports. The successful contractor will agree to participate fully with the established Department of Behavioral Health Substance Abuse Information System (SAIS) and services as well as preparation of written reports as may be required by County, State or Federal directive. All client data must be entered into the SAIS system in a timely manner (registration and admission within two business days of entry into the program, discharges within three business days of program completion or dismissal).

At a minimum, programs will be required to:

1. Submit County required monthly Waiting List Records; and
2. Provide outcomes reports on a biannual basis or more frequently at County's discretion.

D. Assurances

Any contract awarded under this RFP must be carried out in full compliance with ***Title VI of the Civil Rights Act of 1964***. The Contractor must guarantee that services provided will be performed, in compliance with all applicable state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Contractor will be required to provide evidence substantiating they have the necessary skill to perform their duties through the submission of curriculum vitae, resume or other documentation.

Fresno County has a long history of partnerships with faith-based and community-based organizations. The County encourages faith-based and community-based organizations, including small and novice organizations, to respond to this RFP.

- Proposals are awarded competitively
- No funds are set aside specifically for faith-based providers, nor will separate funding be established

Guidance and Policy Statement of Religious Nondiscrimination in Proposal Eligibility and Service Delivery

The County does not discriminate against non-governmental organizations on the basis that such organizations have a religious character. Faith-based organizations are eligible to compete for proposal funds on the same basis as all other non-governmental organizations. Decisions about RFP's and awards will be made based solely on the competence, capacity, and actions of the provider, not whether it is a secular or faith-based provider.

To the extent permitted by law, County-contracted faith-based organizations may — just as secular non-governmental organizations — use their facilities to provide County-contracted services without removing or altering art, icons, literature, or other distinctive symbols from these facilities. In addition, faith-based organizations that apply for or participate in programs may retain their organizational identity including, but not limited to name, internal governance, and mission statements.

No provider may discriminate in its delivery of a County-contracted program against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to clients by the provider must be voluntary as well as separate in time and location from County funded activities and services.

E. New Facilities and Disability Access

The Contractor agrees to provide proactive planning to assure that persons with disabilities shall have access to all services. This plan shall be consistent with **Title 9, California Code of Regulations, Section 10820**. The plan ensuring accessibility to the persons with disabilities shall be available for review.

As criteria for contracting and receiving Fresno County SUD funds, all facilities shall be wheelchair accessible and readily accessible to other persons with disabilities. Facilities

receiving State financial assistance shall operate each program and activity in compliance with the **Americans with Disabilities Act and Section 504 of the Rehabilitation Act**. This is consistent with the **Title 9, California Code of Regulations: Section 10820**. Each facility must receive and operate the facility in accordance with a valid and appropriate fire clearance issued by the local Fire Marshall which shall identify the funded facility as having the capacity to serve non-ambulatory persons (Authority Section: Title 9, California Code of Regulations: Section 10517).

New facilities must be in compliance with all applicable laws and regulations including new construction and alteration requirements of the **Americans with Disabilities Act: Title II**. A plan to ensure accessibility for persons with disabilities must be developed and on file with the Fresno County Department of Behavioral Health, Contracts Division – Substance Use Disorder Services, with a copy of the facility's fire clearance.

NOTE: Copies of the Americans with Disabilities Act, Section 504 are available from the County Purchasing Division at (559) 456-7110.

F. Drug-free Workplace

The successful bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code 8350 et seq.)

NOTE: Copies of the Drug-Free Workplace Act of 1990 are available at the following web address:

<http://workplace.samhsa.gov/FedPrograms/FedCtrsGrantee/DTWAct1988.htm>

G. Administrative Cost/Employee Benefits

The Contractor agrees to limit both local and corporate administrative costs to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement. Failure to conform or address this provision may be grounds for contract termination at the option of the County. **(Note any exceptions and provide detailed justification and explanation).**

H. Audits

The Contractor's books, records, and accounts pertaining to this agreement shall, at all reasonable times, be open to inspection by authorized representatives of the County. The Director of the Department of Behavioral Health or designee shall monitor and evaluate the performance of the Contractor to determine to the best possible degree the success or failure of the services provided. The Contractor shall participate in the evaluation of the program.

I. Term of Agreement

The term of the Agreement will be from July 1, 2015 through June 30, 2018. Two additional years will be allowed pending funding availability, performance and fiscal reviews. The provider selected by this process agrees to provide services at a rate not to exceed the maximum contract amount.

J. Discrimination

The Contractor shall prepare, prominently post in its facility, and make available to the County and to the public all eligibility requirements to participate in the program funded under this Agreement. No person shall, on the grounds of race, color, national origin,

sex, religion, age, handicapped status, or ability to pay be excluded from participation in, denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement. Public notices will note that all activities are open to Fresno County residents regardless of race, color, national origin, sex, religion, age, disability status or ability to pay.

K. Computer Systems

CONTRACTOR must provide all necessary data to allow the COUNTY to bill for services and meet State and Federal reporting requirements. The necessary data can be provided by a variety of means, including but not limited to: 1) direct data entry into COUNTY's information system, 2) providing an electronic file compatible with COUNTY's information system, or 3) integration between COUNTY's information system and CONTRACTOR's information system(s).

The Contractor must have on site a personal computer (PC) system compatible with the Fresno County Department of Behavioral Health Substance Abuse Information System (SAIS). No Fresno County funds shall be used to purchase the PC system. At a minimum, the Contractor's computers must run Windows 7 or higher operating system and be connected to a high speed internet connection. The lease of a computer system must be from an outside computer company and not an internal lease.

All software loaded on the PC must be an original purchase. No pirated software (i.e., unofficial, duplicate copies of copyrighted software) is acceptable for installation on a PC linked to Substance Abuse Information System. Any cost to repair damage to the SAIS due to use of pirated software shall be at the bidders' expense.

L. Subcontractors

The Contractor will be required to assume full responsibility for all services and activities covered by the Agreement, whether or not they are providing them directly. Further, the County will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

COST PROPOSAL

Cost proposals should be prepared in a manner to best demonstrate the merit of the proposal. A complete itemized and detailed description of all costs should be included, such as labor, taxes, supplies for services, materials and equipment. It is the intent of Department of Behavioral Health, Contracts Division – Substance Use Disorder Services to have services begin July 1, 2015.

The term will be for three years with two additional twelve (12) month periods pending funding availability, performance and fiscal reviews. The maximum annual funding for the initial award year will be \$194,393. Bids submitted will be evaluated on cost as well as other factors.

There is an option for the awarded contractor to receive an annual increase of no more than 1.5% of the prior year's total funding amount for the purpose of recognizing increases in the cost of doing business. To take advantage of this option, contractor will be required to complete separate budget worksheets for each funding year under the agreement which include the annual increase and provide line item justifications. Please note: The annual increase is based on the bottom line total, not per budget line item. Contractors interested in this option must include a statement to that fact in the Cost Proposal.

Contractors are to complete and submit a summary of proposed staff, detailed budget and detailed budget narrative/justification forms in the Budget Forms template provided (Attachment C) and a Proposal Identification Worksheet (Attachment B). The narrative/justification must explain in detail and justify each line item included in the cost proposal. The narrative/justification must explain in detail and justify each line item included in the cost proposal. Budget narrative/justifications for years two (2) through five (5) must include justifications for each line item that is increased as a result of the annual adjustment described above. Please note that the line item descriptions identified in the budget template are examples only. They are not required and can be changed.

1. Provide a detailed budget for the proposed services. Personnel entries should include both full contract salary rates and percentage of time commitments by position. Necessary equipment (rental/lease/purchase) and the cost of a federal Single Audit Act audit must be budgeted. Bidders are to complete a detailed budget and detailed budget justification narrative.
2. For purposes of uniformity, the budget must identify separate costs associated with personnel, facility/equipment, operations, program supplies and materials, staff expense, financial services, special expense, and fixed assets.
3. Administrative costs include all non-direct service personnel. This includes staff such as executive directors, clerical staff and fiscal staff. In addition, identified corporate overhead will be added to the non-direct service personnel costs. The administrative rate shall not exceed 15% of total program budget and employee benefits shall not exceed 20% of total salaries. The formula to determine the 15% maximum is to: add all administrative salaries and identified corporate overhead and divide that number by the total program budget. (Note any exceptions and provide detail justification and explanation).

Allowable administrative costs include services such as:

Health care service agency

- Accounting and budgeting
- Auditing

- Data processing
- Employee retirement system administration
- Legal services
- Motor pool
- Personnel administration
- Procurement
- Maintenance and operation of central or home office
- Research and evaluation

Administrative costs claimed must be determined through an acceptable allocation method to fairly represent the services and benefits received by the facility.

Unallowable administrative costs include the following:

- General administrative costs of local government, such as public services (fire, sanitation)
- The salary and expenses of the local governmental lawmaking bodies, such as the County Board of Supervisors and the City Council
- Tax anticipation warrants and property tax functions

Any administrative staff that provides direct services shall be identified in the budget narrative, by identifying the percentage of time spent providing direct client care.

4. Direct Service Costs

Allowable costs include all necessary and proper costs which are incurred in developing and maintaining the operation of the participant care services and facilities, including:

- Salaries and benefits of facility staff
- Operating expenses
- Staff travel
- Facility maintenance costs
- Building and equipment depreciation or lease cost
- Facility and service costs provided by contract

Unallowable direct facility costs include:

- Capital improvements (unless amortized)
- Purchase or construction of buildings
- Compensation to members of a local advisory board
- Administrative costs

Service hours provided to the program by volunteers or non-paid interns will not be considered a direct service cost. County-funded staff time must be dedicated to direct services. Under no circumstances will county-funded staff time be used for fund-raising purposes.

5. Benefit Costs:

Benefits are limited to 20% of total salaries and are determined by subtracting Worker's Compensation Insurance and Payroll Taxes from the total Benefits line and dividing that number by the Total Salary line. Worker's Compensation Insurance costs are generally considered to be a business cost as opposed to an employee benefit. Payroll Taxes are not considered a benefit and should not be included in the calculation

6. Budget Narrative:

Include a budget narrative explaining each budget section assuming the reviewer has no knowledge of your agency or your organization. Your budget narrative should also identify and explain any cost savings that would be realized through the operation of multiple County contracts, if applicable.

The narrative should also be clear relative to depreciation expense, insurance expense, and consultant service expenses. **Please note: Fresno County will not pay for consultant's time spent responding to this RFP.**

Include a summary of proposed staff identifying position, full-time equivalent (FTE) dedicated to this service, summary of qualifications and proposed monthly salary. Monthly salary and total annual salary should be clearly identified.

7. Units of Service:

- Using the appropriate Proposal Identification Worksheet, submit your unit cost proposal based on the services your program intends to offer.
- Base each proposal on the target number of clients to be served.

8. Substance Abuse Prevention and Treatment (SAPT) Funding Restrictions:

SAPT funding cannot be used to treat the mental health disorder of a person with co-occurring substance use and mental health disorders. **Please note: When a person is being treated for both disorders, the associated costs and funding for each disorder must be tracked and billed separately.**

9. Monthly Billing

It is anticipated electronic billing will occur through use of a Cisco VPN connection directly into the County's billing module (SAIS). The selected vendor must grant security access to required software, to include but not limited to Cisco VPN and SAIS's client. At a minimum the selected vendor computers must run Windows 7 or higher operating system and be connected to a high speed internet connection. The selected vendor shall be responsible for equipment to support software.

10. Data entry shall be the responsibility of the selected vendor. The County shall monitor the number and amount of services entered into SAIS.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination

4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
 1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
 - A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ **One (1) original and four (4) copies** of the RFP have been provided.
4. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. _____ The completed *Participation Form* as provided with this RFP.
7. _____ The completed *Reference List* as provided with this RFP.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>952-5338</u>
Closing Date:	<u>April 6, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Monolingual (Spanish) Long-Term Residential Services – Adult Males</u>

Return Checklist with your RFP response.

ATTACHMENTS

- A. Effective Program Principles Matrix**
- B. Proposal Identification Worksheet**
- C. Budget Forms**

EFFECTIVE PROGRAM PRINCIPLES MATRIX

(Portions taken from National Institute on Drug Abuse)

The purpose of this Effective Program Principles Matrix is to provide a framework for bidders to describe the services they are proposing to deliver. The bidder shall provide responses to all sections. Use a separate matrix for each proposed service. Responses can follow each section on this document or can be provided on a separate sheet as long as the responses are numbered to correspond to the matrix sections.

1. No single treatment is appropriate for all individuals. Matching treatment settings, intervention, and services to each individual's particular problems and needs is critical to his ultimate success in returning to productive functioning in the family, workplace, and society.
 - 1.1. Provide a brief overview of your agency, including agency's experience providing the type of service(s) requested.
 - 1.2. Describe the various treatment approaches used by your program to meet each individual's unique and specific needs.
 - 1.3. Describe the target population of the proposed program. This description must include demographic and other salient characteristics, as well as behaviors and conditions which define the client base served by the proposed program.
 - 1.4. Provide a list of interventions you plan to use in your proposed program. Identify which interventions are evidence-based practices.
2. Treatment needs to be readily available as individuals with substance use disorders (SUD) may be uncertain about entering treatment. Consequently, taking advantage of an individual's readiness for treatment is crucial. Potential treatment applicants can be lost if treatment is not immediately available.
 - 2.1. Describe how treatment will be available in an appropriate period of time, including immediately if needed, depending on individual severity.
 - 2.2. Describe how the treatment program will manage a waiting list.
 - 2.3. What current directory of referral resources will the program use?
 - 2.4. What data will be used to monitor waiting times for treatment?
 - 2.5. Describe how the treatment program will be accessible and comply with the Americans with Disabilities Act.
 - 2.6. Describe how participants and County staff will be able to access agency staff.
3. Effective treatment attends to multiple needs of the individual, not just his SUD. To be effective, treatment must address the individual's alcohol and/or other drug use and any associated medical, psychological, social, vocational, and legal problems.

- 3.1. Describe how all clients will receive or be referred for full medical and mental health evaluations if warranted.
- 3.2. Describe how other needed services will be coordinated with the treatment of their disorder.
- 3.3. Describe how the client's post-treatment plans will include housing, job, education, and family reconnection.
- 3.4. Describe how the client's significant others will be involved in the process and provided with services or appropriate referrals to enable them to participate in recovery.
- 3.5. Does the program specify the type of addiction, age, gender, ethnicity, culture, and sexual orientation it will treat? If so, describe how services will be provided to the population.
- 3.6. Identify the proposed service delivery site and explain how this location is strategic in terms of delivering services to the target population.
- 3.7. Provide a proposed weekly program schedule and a description of proposed program components.
4. Each individual's treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person's changing needs. A client may require varying combinations of services and treatment components during the course of treatment and recovery. In addition to counseling and psychotherapy, a client at times may require medication, other medical services, family therapy, parenting instruction, vocational rehabilitation, and social and legal services. It is critical to also consider an individual's age, gender, ethnicity and culture.
 - 4.1. Describe how treatment plans will be reviewed and revised at various stages of treatment.
 - 4.2. Describe how the program will develop treatment plans unique to each individual. Who will be responsible for reviewing the plans?
 - 4.3 Describe how your program will receive input from clients and their friends, family members, and/or advocates and how they will be involved in the plan to support the client's treatment and recovery.
5. Remaining in treatment for an adequate period of time is critical for treatment effectiveness. The appropriate duration for an individual depends upon his/her problems and needs. Because people often leave treatment prematurely, programs should include strategies to engage and keep clients in treatment.
 - 5.1. Describe how your program will retain clients in treatment.
 - 5.2. Describe the process your program will use to reinforce the treatment regimen when someone relapses.
 - 5.3. Describe your planned efforts to determine who does not return after a first visit and why.

- 5.4. Describe how long a client can be involved in your proposed program.
- 5.5. Describe the period of participation necessary for your proposed program to be effective.
6. Counseling (individual and/or group) and other behavioral therapies are critical components of effective treatment for SUD. In therapy, clients address issues of motivation, build skills to resist alcohol and/or other drug use, replace alcohol/drug-using activities with constructive and rewarding non-alcohol/drug-using activities, and improve problem-solving abilities. Behavioral therapy also facilitates interpersonal relationships and the individual's ability to function in the family and community.
 - 6.1. Describe your proposed program's plan to utilize appropriate blends of individual and group counseling based on individual, not program needs.
 - 6.2. Describe how your proposed program's counseling services will be appropriate to treat addiction as well as how they will take into consideration the age, gender, ethnicity, culture, education level and sexual orientation of the program's target population.
7. Medications can be an important element of treatment for many clients, especially when combined with counseling and other behavior therapies.
 - 7.1. Describe how the proposed program will allow for the use of medication to treat alcohol and/or other drug craving, pain, depression, anxiety, and other co-occurring conditions in conjunction with other forms of therapy.
 - 7.2. Describe how the proposed program will review the latest information on medication use and disseminate the findings among staff.
8. Because SUD and mental disorders often occur in the same individual, clients presenting for treatment should be assessed and treated (or referred) for the mental disorder as well, if appropriate.
 - 8.1. Describe how every client will get a mental health screening and if necessary, a full evaluation.
 - 8.2. Describe how other needed services will be provided simultaneously with SUD treatment.
 - 8.3. Describe how appropriate medications will be available specifically for mental disorders.
9. Treatment does not need to be voluntary to be effective. Strong motivation can facilitate the treatment process. Sanctions or enticements in the family, employment setting, schools, or criminal justice system can increase significantly both treatment entry and retention rates and the success of treatment interventions.
 - 9.1. Describe the proposed program's planned involvement and relationship with employee assistance programs, schools, the courts, probation, parole, and drinking driver programs.
 - 9.2. Describe the proposed program's marketing plan to attract voluntary clients.

- 9.3. Please list community partners who will supply materials or services essential to producing client outcomes.
- 9.4. Describe the specific value that will be added to your program by each community partner. List persons or organizations that will contribute in-kind services, provide access to clients, provide referrals to the proposed program, accept referrals, etc.
10. Possible alcohol and/or other drug use during treatment must be monitored continuously. Lapses to use can occur during treatment. The objective of monitoring a client's alcohol and/or drug use during treatment, such as through urinalysis or other tests, can help the client withstand urges to use alcohol and/or other drugs. Such monitoring can also provide early evidence of use so that the individual's treatment plan can be adjusted. Feedback to clients who test positive is an important element of monitoring.
 - 10.1. Describe the proposed program's planned drug testing policy and testing methodology.
 - 10.2. Describe how and when people who test positive during treatment will be placed in more intensive treatment.
 - 10.3. Describe how and when the treatment plan would be modified should a client relapse.
11. Treatment programs should provide assessment for HIV/AIDS, hepatitis A, B, and C, tuberculosis and other infectious diseases, and counseling to help clients modify or change behaviors that place them or others at risk of infection.
 - 11.1. Describe how all clients will be medically cleared at the beginning of treatment and how they will be placed in appropriate care simultaneous to SUD treatment.
 - 11.2. Describe how people will be screened and identified for infectious disease and referred to medical treatment if needed.
12. Recovery from drug addiction can be a long-term process and frequently requires multiple episodes of treatment. As with other chronic illnesses, relapses to alcohol and/or other drug use can occur during or after treatment episodes. Individuals may require prolonged treatment and multiple episodes of treatment to achieve long-term abstinence and fully restored functioning. Participation in self-help support programs during and following treatment often is helpful in maintaining abstinence.
 - 12.1. Describe how relapse prevention will be taught in the program.
 - 12.2. Describe how every client will be provided connections to the services he needs prior to discharge from treatment.
13. Staff that are educated, trained and competent are the fundamental backbone of an effective program.
 - 13.1. Describe the level of education, training and certification the program staff will have that provide direct client services.

- 13.2. Describe and submit the proposed staffing patterns with clear delineation of lines of authority for this project and for the agency.
- 13.3. Submit job descriptions for each funded position with each FTE clearly stated.
- 13.4. Submit job descriptions for staff related to the project but not directly funded through this RFP.
- 13.5. Submit biographical sketches and full resumes for key project personnel that demonstrate the quality and experience of the existing staff. Include copies of certificates, licenses, etc.
- 13.6. Provide a description of the screening and hiring process of staff to ensure current and new personnel will be sensitive to the unique needs of the target population.
- 13.7. Describe the program's proposed process for clinical supervision.
- 13.8. Submit the agency's proposed staff development training plan.
14. Outcomes and evaluation are critical to the success and sustainability of the project.
 - 14.1. Describe how client outcomes will be tracked and methods used to evaluate results and drive treatment in the following areas:
 - A. Engagement
 - B. Retention
 - C. Abstinence/Sobriety
 - D. Treatment Objectives/Achievements
 - E. Mental Health
 - F. Client Satisfaction
 - G. Law-Abiding Lifestyle
 - 14.2. Describe how the program outcomes will be tracked and methods used to evaluate results and drive program decisions in the following areas:
 - A. Fidelity to Program Model (Evidence Based)
 - B. Discharge Rates—Satisfactory vs. Unsatisfactory progress
 - C. Level of Qualified Staff/Certifications or Specializations
 - D. Staff Training/Continuing Education
15. Provide a copy of the treatment facility's accreditation, license and/or certification(s).
16. Provide a copy of the agency's ongoing utilization review plan.
17. Provide a copy of agency's ongoing quality assurance plan.
18. Provide a copy of agency's ongoing cultural competency/proficiency plan in accordance with the 15 CLAS standards.
(<http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>).

PROPOSAL IDENTIFICATION WORKSHEET FOR Monolingual Residential Treatment – Adult Males

TOTAL Proposed Units of Service		Individual, Agency or Corporation
(Proposed Number of Beds available per day multiplied by 365 calendar days equal the Proposed Annual Number of Bed Days.)		
_____ X 365 Days = (_____)*		
Proposed No. of Beds Available Per Day		Proposed Annual No. of Bed Days (Units of Service)

*Insert the Proposed County-funded (Non-County revenue shall not be used) Units of Service figure on your Proposal Identification Worksheet.

Proposed County Cost

(Insert an amount which shall be no more than the maximum amount identified in the proposed net budget/term section of this RFP.)

Proposed County Cost

Proposed Revenue Match

Proposed Revenue Match

Proposed Total Cost

(Add the Proposed County Cost and the Proposed Revenue Match. Insert the total of these two on the Proposed Total Cost Line.)

_____ + _____ =

Proposed County Cost Proposed Revenue Match

(_____)

Proposed Total Cost

Proposed Total Cost per Unit of Service

(Divide the Proposed Total Cost by the Proposed Units of Service. This figure will be the Proposed Total Cost per Unit of Service.)

_____ ÷ _____ =

Proposed Total Cost Proposed Units of Service

(_____)

Total Cost per Unit of Service

Proposed County Cost per Unit of Service

(Divide the Proposed County Cost by the Proposed Units of Service. This figure will be the Proposed County Cost per Unit of Service.)

_____ ÷ _____ =

Proposed County Cost Proposed Units of Service

(_____)

County Cost per Unit of Service

Attach to Proposal Identification Cover Sheet