

**County of Sonoma  
Department of Health Services  
Alcohol and Other Drug Services  
Division**

Request for Proposals (RFP)  
for  
Bay Area Services Network (BASN) Project

Fiscal Years  
2009-10, 2010-11, and 2011-12

Released January 14, 2009

# Sonoma County BASN Request for Proposal (RFP)

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### Exhibits

- Exhibit A: Proposal Cover Sheet
- Exhibit B: Proposed BASN Project Description
- Exhibit C1: Proposed BASN Program Budget
- Exhibit C2: Personnel Salaries Worksheet

## **Introduction**

The County of Sonoma, Department of Health Services, Alcohol and Other Drug Services Division (AODS) is requesting proposals to provide a continuum of residential services to parolees. The County will be providing residential and outpatient services as part of the Bay Area Services Network (BASN) Project.

Any nonprofit 501(c)(3) treatment provider located in Sonoma County, which meets state ADA accessibility requirements, providing residential services is eligible to submit a proposal. Residential programs must be licensed and/or certified by the State Department of Alcohol and Drug Programs.

A total of \$120,000 per fiscal year has been allocated to distribute through this request for proposal process. Payment to providers will be based on utilization. Reconciliation of final costs and expenses will not occur until cost settlement following the end of the fiscal year.

The contract(s) will be awarded for up to three fiscal years (2009-10, 2010-11 and 2011-2012), contingent upon satisfactory performance and approval by the Sonoma County Board of Supervisors through the normal County budget process. All allocated funds are contingent upon the final State and County budget outcomes and approval by the Sonoma County Board of Supervisors.

Each eligible provider may submit a proposal for residential services for the entire available amount or any part thereof. Residential programs may submit a proposal incorporating a reimbursement rate from \$45 to \$55 per day per BASN participant. Total contract amounts, but not reimbursement rates per day, may be renegotiated based on utilization during each fiscal year.

If services cost more than the amounts reimbursed, programs may use other funding or charge participants, with County permission, based on the individual participant's ability to pay and with the stipulation that no participant will be rejected because of inability to pay (reference Health and Safety Code Division 10.5). Programs may only recuperate up to the actual cost of the services, as identified on the most recent cost settlement process documentation.

## **Background**

BASN is an expansive project administered by the California Department of Corrections & Rehabilitation (CDCR) Office of Substance Abuse Programs (OSAP), Department of Alcohol and Drug Programs (ADP), and County Governments and Parole Offices. BASN is designed to provide substance abuse treatment and recovery services to selected men and women who are supervised on parole throughout the six Bay Area counties of Alameda, Contra Costa, Marin, San Francisco, Santa Clara and San Mateo. Three additional counties (Napa, Solano and Sonoma) were added in 1996. BASN services attempt to meet the varying needs of the population they serve.

Funding for the parolee-oriented project was recommended by the California Legislature in 1991. The CDCR agreed to redirect \$5.5 million of funds from the Substance Abuse Revocation Diversion (SARD) Program to the Parolee Services Network, of which BASN is a part. The Legislature further recommended that the funds be dispersed through the California Department of Alcohol and Drug Programs (ADP) in order to access ADP's existing fiscal subvention practices and its available network of community substance abuse resources. This resulted in ADP contracting with local government agencies in nine Bay Area counties to provide services from private, public and non-profit providers.

The BASN Project is jointly maintained by CDCR and ADP and is comprised of an array of substance abuse service providers located throughout nine Bay Area counties offering six months of treatment funding for participant-centered substance abuse services. BASN contractors work in cooperation with Community Service Case Managers (CSCs). These CSCs act as the gatekeepers for entry into the BASN program.

A unique feature of the BASN Project is a service contract between CDCR and a designated contractor. The chosen contractor provides substance abuse screenings, program referrals and case management. Potential participants are nominated through his/her parole officer. The contractor then conducts a screening of the BASN candidate. The CSC then assists in placing the participant into treatment, monitoring the participant's progress in treatment, assisting in locating other needed services, assisting in preparing a transition plan for post-treatment, and providing support and encouragement to the participant throughout the process.

Due to the way treatment is structured in the California prison system, women are provided with a wider variety of treatment options. Based on utilization and incarceration statistics, there is a higher demand for men's residential beds than women's residential beds.

## **BASN Goal**

The primary goal of the BASN Program is to reduce the recidivism rate among parolees with substance abuse problems, and to promote pro-social behavior that will enable the participants to exhibit satisfactory conduct within the facility and to successfully reintegrate back into the community.

## **BASN Objectives**

1. To provide a continuum of alcohol or drug abuse treatment and recovery services.
2. To reduce substance abuse and related criminal activity.
3. To reintegrate parolees into society and encourage a clean and sober lifestyle.
4. To provide appropriate placement in community treatment and recovery programs to all parolees eligible under PSN criteria immediately upon release from custody or during the period of parole supervision.
5. Provide 180 days of treatment and recovery services based on the CDCR/OPSA Program Guidelines and Treatment Standards.
6. Coordinate parolee services through communication and cooperative working relationships among community service providers, Parole, DARS, ADP, and county staff to continue improvement of the project.
7. Meet the needs of the client through continual improvement of project.

## **General Program Requirements**

BASN contracts shall incorporate the following requirements:

- Community based residential programs for parolees shall be licensed by ADP. These programs may also be certified.
- Substance abuse detection is an activity in which participants shall agree to be subject to as a condition of program participation. Substance abuse detection activities (for example body specimen screens) are to be conducted by CDCR. If the contract treatment provider conducts the substance abuse detection activities in addition to those conducted by CDCR, these activities are not reimbursable. Programs shall coordinate with CDCR staff in these activities.
- Treatment providers will not admit a parolee into a BASN program without a referral from the case manager.
- The treatment provider will reserve space for up to 72 hours past the estimated time of arrival of the client.

## **Residential Treatment Program Requirements**

Residential treatment is the provision of food and shelter in a community based facility in conjunction with intensive and structured 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 included in Residential Treatment are:

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

### Minimum Duration and Intensity

There shall be a minimum of twenty (20) hours of face-to-face individual and group activity for each participant scheduled from Mondays through Fridays.

There shall be a minimum of six (6) hours of face-to-face individual and group activity scheduled on Saturdays and/or Sundays.

The participant shall be retained within the program for the minimum and/or maximum time period or number of residential days specified in the treatment coordination plan.

### Staffing Ratio

For group activities, the ratio of participants to Substance Abuse Program Counselors shall not be greater than 12:1 as evidenced on group activity rosters.

### Other Service Modalities and Activities Precluded and Required

Nonresidential, Nonresidential Day Treatment and Alcohol and Drug-Free Housing are precluded. Participants shall not be admitted to these modalities until the participant is discharged from Residential Services. Treatment Coordination is required.

## County Requirements for Successful Bidders

1. Successful applicants will be required to sign a contract that includes, among others, the following provisions:
  - Indemnification - Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of County, but to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - Insurance: With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described below.
    - A. Workers' Compensation Insurance: Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the County of Sonoma, Department of Health Services.
    - B. General Liability Insurance: Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) limit for each occurrence and two million dollars (\$2,000,000) each for the premises/operations aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- 1) The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of this Agreement between the County of Sonoma and Contractor.
  - 2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
  - 3) The insurance provided herein is primary and non-contributory coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.
  - 4) This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.
- C. Automobile Insurance: Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
- This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.
- D. Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:
- This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.
- E. Documentation: The following documentation shall be submitted to the County of Sonoma, Department of Health Services:
- 1) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain

current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

- 2) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.
- 3) Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

F. Policy Obligations: The Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

2. During the length of the contract, each provider will attend bi-monthly Sonoma County BASN Team Meetings, which are usually held at the AODS Administration Office.
3. During the length of the contract, each provider will attend monthly AODS Provider Meetings, which are usually held at the TASC office at Coddington Center.
4. During the length of the contract, each provider will comply with all data collection and BASN reporting requirements as specified by the County Coordinator, the CSC, and CDCR, including but not limited to:
  - Monthly BASN Activity Reports (by the 10th of the month following services)
  - Admission and Discharge forms (no later than 24 hours after the event)
  - SWITS record within 72 hours of admit and discharge (which includes CalOMS data)
  - Reconciliation Reporting as required
5. During the length of the contract, each provider will submit itemized monthly statements in a form satisfactory to the County and shall include a description of the services provided, and documentation to support the number of bed days. The provider will submit this monthly claim by the tenth of each month following services rendered.
6. All clients admitted to BASN and claimed on an invoice must have a current Payor Group listed on the Payor Group Enrollment page in SWITS. Claims submitted with clients who have not had a completed admission or discharge will not be processed until the admission or discharge is complete.

## Orientation Conference

AODS has scheduled an orientation conference to clarify any questions that applicants may have regarding the RFP specifications prior to submission of proposals. Although not mandatory, all applicants are strongly encouraged to attend the conference, as staff will not answer individual questions regarding the RFP after the orientation. Orientation conference notes will be taken and will be available upon request. The conference is scheduled as follows:

Wednesday, January 28, 2009  
10:00 – 11:00 a.m.  
AODS Division, Administration  
1221 Farmers Lane, Suite 200  
Santa Rosa, CA 95405  
Conference Room

Please register your attendance to Cathleen Wolford by calling 565-6949 or emailing [cwolford@sonoma-county.org](mailto:cwolford@sonoma-county.org) by Monday, January 26, 2009.

## Potential Time Line

<u>Activity</u>	<u>Date(s)</u>
Release RFP	January 14, 2009
Orientation Conference	January 28, 2009 10:00 – 11:00 a.m.
Proposal Due Date	March 6, 2009 by 4:30 p.m.
Initial (Internal) Review	March 9 – 12, 2009
Review Committee Scoring	April 1, 2009
AODS Division Director's Decision	April 3, 2009*
Email Notification of Director's Decision	April 6, 2009*
AODS Recommendation to Dept. of Health Services Director	April 14, 2009*
Dept. of Health Services Announces Recommendation(s)	April 15, 2009*
Request Approval from Board of Supervisors	June 2, 2009**
Project Start Date	July 1, 2009

\* Subject to change

\*\* Date contingent upon Board of Supervisors schedule

## **Submission of Proposal**

All proposals submitted to AODS shall follow the guidelines as described in "Proposal Content" section. Other proposal specifications include the following:

- Submit ten copies of the proposal.
- Submit on standard 8.5 x 11" white paper, with consecutively numbered pages.
- Staple each copy in the upper left-hand corner. Do not place an original or copies in binders or covers.

AODS has the option to reject any proposal submitted that does not adhere to the required format and sequence.

Applicants must submit the ten (10) copies of a complete proposal by 4:30 p.m. on Friday, March 6, 2009. Faxed or late copies will not be accepted. Proposals should be addressed and delivered to:

Sonoma County BASN Proposal  
Gino Giannavola, Division Director  
Alcohol and Other Drug Services Division  
Administration Office  
1221 Farmers Lane, Suite 200  
Santa Rosa, CA 95405

All proposals shall become the property of the Department and shall not be returned. After the Board of Supervisors has made the final decision, all proposals shall be made available for public inspection.

## **Proposal Content**

All proposals submitted shall follow the outline as specified in this section. Proposals that do not adhere to the required format and sequence may be disqualified from review.

It is to the applicant's advantage to document all statements concerning experience, knowledge, training and capabilities to the maximum extent possible. The Department of Alcohol and Drug Programs encourages applicants to be as explicit as possible in responding to each section of the RFP. Simply stating that the applicant understands the requirements or paraphrasing this RFP will be considered inadequate.

### **I. Proposal Cover Sheet (0 points)**

The Cover Sheet (**Exhibit A**) must be filled out completely and attached to the front of the proposal. A cover letter is optional.

### **II. Table of Contents (0 points)**

### **III. Agency Background (20 points)**

This narrative section must not exceed a total of five (5) pages.

- A. Describe your agency's treatment philosophy.
- B. Describe the agency's prior experience in the provision of alcohol and drug program services to criminal justice populations (specifically parolees), including coordination with various criminal justice agencies, types of services provided, target populations and term of related experience.
- C. Describe some of your agency's historical treatment outcomes, including significant benchmarks, e.g., return to employment, reunification with family, continuing sobriety, etc.
- D. Describe the staffing pattern and staff qualifications for your BASN proposal. Summarize the agency's policy for nondiscrimination in hiring practices and treatment of participants. Demonstrate that your staff is representational of BASN participants to be served (ethnic, racial, gender and linguistic sub-populations).
- E. Describe how the agency has complied with ADA. A copy of these requirements is available upon request.

#### IV. Project Description (50 points)

Please incorporate information included in the General Program Requirements, Residential Treatment Program Requirements and BASN Definitions sections.

- A. Describe service goals, activities, objectives and evaluation techniques using **Exhibit B**. This section must contain identified and measurable outcomes. Each proposal may submit up to three pages of Exhibit B.

The following narrative section must not exceed a total of three (3) pages.

- B. Other BASN programs have reported difficulties retaining participants in treatment programs. Describe specific strategies that your agency will implement to extend the average length of stay in treatment for parolees in your program.
- C. Describe the aftercare that will be provided to successfully discharged parolees and any ancillary services that will be offered to parolees.

#### V. Budget Information and Justification (20 points)

Please note that start-up costs are not allowable for BASN funding.

- A. Use **Exhibit C.1 and C.2** to submit a line item budget for residential services. Be sure to document actual cost of services to be provided. The two budget worksheets have formulas in various fields. Please enter data in the yellow fields only. Total personnel costs entered into C.2 will be carried into the proper cell on C.1.
- 1) Proposed BASN Program Budget **Exhibit C.1**  
Exhibit C.1 is designed to document actual program costs in order to justify the requested bed day reimbursement rate. It is anticipated that BASN funds will be supplemented with other funding sources in order to meet actual costs. The bed day rate demonstrated on Exhibit C.1 should meet or exceed the requested bed day reimbursement rate.
  - 2) Personnel Salaries Worksheet **Exhibit C.2**  
The objective of Exhibit C.2 is to determine what it costs the provider to be able to staff BASN services. Information is separated into two sections. Please report staff who will be providing direct service in section one and those providing indirect (e.g., administrative support) service in section two.

This narrative section must not exceed a total of one (1) page.

- B. Include a budget justification that explains why the budget is reasonable for the project, the number of people to be served and the bed days to be provided.

**VI. Attachments (10 points)**

- A. One copy of the organizational chart for the entire legal entity or entities, showing how the program would fit into the existing organization(s).
- B. One copy of all applicable licenses/certifications issued by the State Department of Alcohol and Drug Programs.
- C. One copy of weekly residential schedule.
- D. One copy of applicant's Internal Revenue Section tax-exempt status letter or other proof of nonprofit status.
- E. One copy of the State's approval of applicant's "Articles of Incorporation" which is on file with the Secretary of the State of California.
- F. One copy of the names, addresses and telephone numbers of applicant's Board of Director's members.
- G. One copy of a proposed participant fee schedule with an explanation of how applicant will assess and collect participant fees.
- H. Statement that discloses any pending litigation or lack of pending litigation.
- I. For those applicants who do not have a current contract with the County, enclose one copy of the most recent financial audit or a year-end financial statement showing expenditures, revenue and on going concerns.

**Note: Additional documentation will not be reviewed.**

## **Proposal Review**

Proposals will initially be reviewed by AODS staff to determine whether they conform to the structure outlined in the RFP and include all of the mandatory elements. Failure to comply with the provisions of the RFP may be cause for disqualification of the proposal from further review. The determination to disqualify a proposal from further review shall be at the sole discretion of AODS.

Proposals that meet the above screening criteria will be scored by a Review Committee. Review Committee members may include, but are not limited to: Advisory Board on Alcohol and Drug Problems member, AODS staff, ADP staff, CDCR staff and State Parole Office staff. The Committee will rate and rank each proposal using a standardized scoring instrument.

AODS staff may conduct interviews or solicit additional information from agencies submitting proposals when clarification of existing features is needed. Failure on the part of an agency to promptly supply such information may be cause to eliminate the proposal from any further consideration.

AODS will make a recommendation to the Director of the County Department of Health Services. AODS will then enter into contract negotiations with successful bidders. The service agreements will be presented to the Sonoma County Board of Supervisors for approval. The County Board of Supervisors will make the final contract decisions.

## **Appeal Process**

An unsuccessful applicant may request that the AODS Division Director or his designee reconsider the recommendation. Within five days of the AODS Divisions Director's decision, the applicant must submit a written request to the AODS Division Director. The letter should specify any concern with the RFP review committee's procedures or the Division Director's recommendation. It is expected that any concerns that may eventually be presented to the Board of Supervisors will be addressed in the letter. The Division Director will take whatever steps he deems necessary to address the concerns raised and make a recommendation to the Department of Health Services Director.