

LAKE COUNTY BEHAVIORAL HEALTH SERVICES

REQUEST FOR PROPOSALS

# MANAGED CARE PROFESSIONAL SERVICES



COUNTY OF LAKE

Issued: January 3, 2023

Submission Deadline: January 27, 2023

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

1.	INTRODUCTION .....	3
2.	SCOPE OF SERVICES .....	3
3.	COMPENSATION .....	5
4.	PROPOSAL CONTENT .....	5
5.	PROPOSAL SUBMITTAL .....	6
6.	PROPOSAL EVALUATION AND AWARD .....	7
7.	PROTEST PROCEDURES.....	8
8.	GENERAL TERMS AND CONDITIONS.....	8

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

**1. INTRODUCTION.** The County of Lake is inviting sealed proposals for Managed Care Professional Services.

Proposals should be submitted in accordance with the requirements of this solicitation, which are contained herein.

## **2. SCOPE OF SERVICE.**

Consultant shall provide:

- A. Site Certifications for both Mental Health and Substance Use Disorder Treatment programs, as required and defined by the Department of Health Care Services (DHCS). This includes acting as a liaison between Behavioral Health Services Department and DHCS, as well as providing consultation to Department staff regarding the site certification process.
- B. Consultation on contracts; consultant will stay up-to-date on Behavioral Health Information Notices (BHIN) and advise the Department contracts staff when a BHIN indicates a change to contract requirements.
- C. Consultant will perform Medicare provider certifications, as defined by the Department of Health Care Services and provide guidance and consultation to Department staff on the certification process.

## **3. COMPENSATION.**

Compensation to be negotiated.

## **4. PROPOSAL CONTENT.**

4.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.

4.2 Proposal. Please assemble your Proposal in the following order.

- A. Cover Letter. A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.
- B. Company Profile. Provide a brief history of your company, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.
- C. Work Plan. Provide your specific proposal to address the Scope of Work outlined in Section 2 above. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks.
- E. Cost Proposal.

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

**5. PROPOSAL SUBMITTAL.** Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

5.1 In order to be considered, one electronic copy in Microsoft Word must be submitted no later than Friday, January 27, 2023 by 5:00pm, and addressed to:

Elise Jones, Deputy Director of Administration

[Elise.jones@lakecountyca.gov](mailto:Elise.jones@lakecountyca.gov)

Normal business hours are Monday through Friday 8:00 am to 5:00 pm. Staff can be reached at (707) 994-7090.

5.2 Proposals received incomplete or late, for any reason, shall not be accepted.

5.3 All Questions regarding this Request for Proposals may be submitted in writing at any time prior to Friday, January 13, 2023, to Elise Jones – [elise.jones@lakecountyca.gov](mailto:elise.jones@lakecountyca.gov). Only written questions will be accepted. Questions will be answered by Wednesday, January 18, 2023 by 5:00pm.

Proposers may contact only the individual identified above and are specifically directed not to contact other County personnel for meetings, conferences, or other technical discussions related to this RFP. No questions will be answered by other County staff.

5.4 All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

**Please note:** The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work plan, project schedule, project team, and cost proposal.

**6. PROPOSAL EVALUATION AND AWARD.** The County is using the competitive proposal process, wherein the experience and responsiveness of each submitted proposal is evaluated as it relates to the Scope of Services. Administrative staff will evaluate the proposals as described below.

6.1 Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

6.2 All proposals will be evaluated to determine whether they meet all the requirements of the RFP.

6.3 A Consultant Selection Board maybe convened to review, discuss and rank the proposals, using the following criteria:

A. Criteria

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

- a. Ability to meet the requirements of the Scope of Services
- b. Cost.

6.4 Prior to final selection, a short list of qualified and responsive Consultants may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each Consultant to present their qualifications and proposals in person and/or to answer any questions that County staff may have regarding the Consultant's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) proposals will be selected for the Short List; however, the County may, at its option, choose to interview more or less than three (3) qualified Consultants or select consultants based solely on evaluating written proposals.

6.5 If an agreement cannot be reached with the top ranked Consultant(s), the County will then contact the next highest ranked firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.

6.6 County reserves the right to select multiple contractors.

6.7 The County of Lake is an Equal Opportunity/Affirmative Action Employer and the successful Consultant(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Consultants should be familiar with the Employers' Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

**7. PROTEST PROCEDURE.** The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:

## 7.1 Appeal Procedure:

Recommendations or decisions may be appealed by writing a letter to the Board of Supervisors or Purchasing Agent, as applicable, detailing the basis of the appeal. Appeals must be filed within 72 hours of receiving notification of the County Administrative Officer's recommendation for award of the contract, or prior to an actual contract award by the Board of Supervisors, whichever occurs first.

7.2 Any appeal will be heard before the Board of Supervisors on the same day as the approval of the proposed contract with the recommended consultant.

**8. GENERAL TERMS AND CONDITIONS.** By your submission of a proposal, you agree to be bound by the following conditions:

8.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

jeopardized the County's and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

8.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.

8.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

## 8.4 Disposition of Proposal(s) and Contract Award:

A. All proposals shall become the property of Lake County.

B. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.

C. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.

D. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.

E. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.

F. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

8.5 Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

# COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES

8.6 Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

8.7 Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.

8.8 It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.

8.9 Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

8.10 Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors, who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

8.11 Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions.

8.12 Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

8.13 Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**COST REPORTING FOR MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAMS AND MHSA ANNUAL REVENUE AND EXPENDITURE REPORT (RER) SERVICES**

8.14 This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.