

# Application Requirements, Scoring, and Evaluation Criteria

## MENTAL HEALTH TREATMENT SERVICES, ADULT CONTINUUM OF CARE, REQUEST FOR APPLICATIONS (RFA)

### Overview

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The review, evaluation, and scoring component for this RFA will consist of three phases:

1. A review conducted by County staff to ensure that each application meets the minimum qualifications for application acceptances outlined below.
2. A review for completeness of application items and, if indicated, requests for corrections and resubmission.
3. Evaluation and scoring of each application by a review committee.

County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting an application which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting an application who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the application.

The County may negotiate modification after the application has been selected to assure that all necessary program requirements are covered before the contract is signed. The selected application(s) shall be used as the basis for negotiating the contract's scope of work and budget.

### Application Disqualification

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Any application may be disqualified prior to scoring if it fails to meet the minimum qualifications stated below.

### Minimum Qualifications

County staff will evaluate all applications received for the following minimum qualifications on a pass/fail basis:

- The applicant has filed its formation document with its respective Secretary of State and is authorized to carry out business activities.
- The applicant is not on a federal debarment list. ([www.sam.gov](http://www.sam.gov))

Only those applications meeting the minimum qualifications will be forwarded for evaluation and scoring by the review committee.

## Completion Criteria

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All applications received will be reviewed by the County for content completion, specifically:

- Agency Info
- Organizational Category
- Service Category
- Contracting Information
- Conditions for Contracting
- Attestation
- Supplemental Questions

Applications received with incomplete or missing information in the above required criteria will be returned to the applicant for correction and re-submission before they are forwarded to the Review Committee.

## Review Committee

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A review committee will score each application that meets the minimum qualifications and completion criteria. As part of the evaluation and scoring process, the review committee may decide to interview applicants in person, via phone or by web-based applications. Travel or other expenses incurred by applicants will not be covered for interviews.

All applicants submit their applications to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent, or the Board of Supervisors.

Any party submitting an application or a party representing an applicant shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of an application. Any party attempting to influence the RFA process through ex-parte contact may be subject to rejection of their application.

## Application Criteria

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An application evaluation system, which includes a point system for rating each application, will be used to review all applications that meet minimum qualifications and completion criteria. This system will ensure uniformity in evaluating applications and will identify rationale for funding recommendations. Applications will be evaluated using the following criteria:

- Program Description (5 points)
  - Did the agency provide a clear summary of the program/services offered/proposed?

- Do those services match an identified service category?
- Does the agency have experience providing similar services?
- Network Provider Status (5 points)
  - Is the proposed program currently part of the network of care?
  - Would disruption of this program's services create continuity of care concerns?
- Contribution to Network (5 points)
  - Does the program provide system navigation services for clients?
  - Does the program provide a specialty service that is under-represented in the current network?
  - Is the program the sole provider of a required level of care?
- Capacity (5 points)
  - Is the target capacity sufficient to maximize treatment opportunities for our community/clients?
- Unique Populations (5 points)
  - Does the program serve any clinical-focus subgroups, such as trauma survivors, dual-recovery clients, first episode psychosis, etc.?
  - Does the program serve any marginalized populations, based upon ethnic groups, orientation groups, gender groups, age groups, etc.?
  - Does the program serve unhoused populations?
  - Does the program serve conservatees or carceral populations?
- Regional Capacity (5 points)
  - Does the program serve any outlying regions of the County?
  - Does the program provide county-wide services?
- Evidence Based Practices or Specialties (5 points)
  - Does the program incorporate evidence-based practices or specialties in its treatment model?
  - Does the program specialize in trauma treatment or high-utilizer populations?
  - Does the program offer specialty treatments such as Eating Disorder treatment, Dual-Recovery treatment, or Transcranial Magnetic Stimulation treatment?
- Site Certification Status (5 points)
  - Is the program currently site certified to provide specialty mental health services?
  - Is the program prepared to become site certified for any new service levels?

Please note, failure to respond to all the applicable rating factor criteria will result in an incomplete application. If the applicant cannot respond to a specific question because it has determined that the question does not apply to its proposed eligible activities, the applicant should specify why it does not apply rather than leaving it blank or unaddressed.

Applications which score a total of 8 points or less will not be considered for contract awards.

## Supplemental Questions Criteria

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The supplemental questions evaluate the agency's Compliance Program, Fiscal Practices, and Privacy/Security Safeguards. Please note, several questions require the submission of supporting documents in order to accurately score the responses. Each question has a maximum score of 5 points. Applications with a total score of 6 or less in this section will not be considered for contract award.

## Corrections and Addenda

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If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFA, the applicant shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below and notification given to all parties in receipt of this RFA.

If an applicant fails to notify the contact person of a known error in the RFA, or an error that reasonably should have been known, the applicant shall submit an application at their own risk, and if the applicant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Over the course of this open RFA, requirements may change in order to ensure alignment and compliance with updated regulations. A revision history will be included as part of the informational documents for this RFA. If an applicant has already submitted a completed application prior to a revision of requirements, County may contact the applicant to request additional information regarding the updated requirements. A new application submission will not be required.

Any oral communication by the County's designated contact person or any other County staff member concerning this RFA is not binding on the County and shall in no way modify this RFA or any obligations arising hereunder.

## Selection

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The County reserves the right to select the application(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. The County also makes no guarantee of any or equal amounts of work. The County further reserves the right to reject any or all applications for any reason, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency. Selection or award pursuant to this RFA does not obligate the County to enter into an agreement with the selected applicant. The County reserves the right, at its sole discretion, to refrain from executing a contract for any reason, including but not limited to funding availability, legislative or regulatory changes, or a determination that contracting is not in the

County's best interest. False, incomplete, misleading or unresponsive statements in an application may be sufficient cause for an application's rejection.

The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any applications received, reject any and all applications, cancel the RFA, or modify and re-issue the RFA.

## Notification of RFA Results

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All applicants responding to this RFA will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

## Board of Supervisors

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Generally, the agency/program selected by the Evaluation Committee will be recommended to the Board of Supervisors for contract award, but the Board is not bound to accept the recommendation or award the contract to the recommended agency/program.

## Protest Process

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Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <https://sonomacounty.gov/development-services/sonoma-public-infrastructure/divisions/purchasing-working-with-the-county/protests-and-appeals>

## Confidentiality

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Upon submission, all applications shall be treated as confidential documents until the selection process is completed. Once the contract is executed by the County, all applications shall be deemed public record.

In the event that an applicant desires to claim portions of its application exempt from disclosure, it is incumbent upon the applicant to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the application in order to facilitate public inspection of the non-confidential portion of the application.

The County will consider an applicant's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by an applicant that the

entire application, large portions of the application, or a significant element of the application, are exempt from disclosure will not be honored and the application may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the applications. Applicants are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Applicants are advised that the County does not wish to receive confidential or proprietary information and those applicants are not to supply such information except when it is absolutely necessary. If any information or materials in any application submitted are labeled confidential or proprietary, the application shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Requests for records related to this RFA must be submitted using the DHS Public Records Act eForm, which may be found at: <https://sonomacounty.gov/health-and-human-services/health-services/about-us/health-services-public-records-request>

## Nonliability of County

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The County shall not be liable for any precontractual expenses incurred by the applicant or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFA.

## Status of Contractor

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The successful applicant will at all times remain to the County, a wholly independent contractor. Neither the County nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the County for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the County. The County has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely

responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The County is not responsible or liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the County harmless for all taxes and penalties that may be assessed against the County because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

## Living Wage

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The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <https://sonomacounty.gov/living-wage-self-certification-for-suppliers>