|  |  |  |
| --- | --- | --- |
| State of Nevada |  | Brian Sandoval |
| Department of Health and Human Services | *Governo*r |
|  |  |
| Division of Public and Behavioral HealthBehavioral Health Prevention and Treatment |  |
|  |  |
| 4126 Technology Way, 2nd Floor Carson City, NV 89706 |  |
|  |
|  |

|  |
| --- |
| State of Nevada |
| Division of Public and Behavioral Health Behavioral Health Prevention and Treatment |
| **Request for Qualifications: 0001** |
| For |
| **Behavioral Health Treatment and Supportive Services** |

|  |
| --- |
| Release Date: February 24, 2016 |
| **Deadline for Submission and Opening Date and Time**: **April 4, 2016 @ 2:00 PM** |
| *A Kick-off Meeting will be held March 4, 2016 from 9:30 am to 12:00 noon in Room 303,* *4150 Technology Way, Carson City, video conferenced to the following sites:**Elko: DHCFP, 1010 Ruby Vista Drive, Suite 103**Las Vegas: HCQC South, 4220 Maryland Pkwy, Building D, Suite 810****Refer to Section 8, RFQ Timeline for the complete RFQ schedule*** |

|  |
| --- |
| For additional information, please contact:  |
| Martie Washington, Health Program Manager II |
| Division of Public and Behavioral HealthBehavioral Health Prevention and Treatment |
| 4126 Technology Way, 2nd Floor |
| Carson City, NV 89706 |
| Phone: 775-684-4069 |
| Email address: mcwashington@health.nv.gov  |
| (TTY for Deaf and Hard of Hearing: 1-800-326-6868Ask the relay agent to dial: 1-775-684-4069/V.) |

|  |
| --- |
| ***Refer to Section 9 for instructions on submitting an RFQ Response*** |

**VENDOR INFORMATION SHEET FOR RFQ 0001**

**Vendor Must:**

1. Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
2. Type or print responses; and
3. Include this Vendor Information Sheet in Tab III of the Technical response.

|  |  |  |
| --- | --- | --- |
| V1 | Company Name |  |

|  |  |  |
| --- | --- | --- |
| V2 | Street Address |  |

|  |  |  |
| --- | --- | --- |
| V3 | City, State, ZIP |  |

|  |  |
| --- | --- |
| V4 | Telephone Number |
| Area Code:  | Number:  | Extension:  |

|  |  |
| --- | --- |
| V5 | Facsimile Number |
| Area Code:  | Number:  | Extension:  |

|  |  |
| --- | --- |
| V6 | Toll Free Number |
| Area Code:  | Number:  | Extension:  |

|  |  |
| --- | --- |
| V7 | ***Contact Person for Questions / Agreement Negotiations,******including address if different than above*** |
| Name: |
| Title: |
| Address: |
| Email Address: |

|  |  |
| --- | --- |
| V8 | Telephone Number for Contact Person |
| Area Code:  | Number:  | Extension:  |

|  |  |
| --- | --- |
| V9 | Facsimile Number for Contact Person |
| Area Code:  | Number:  | Extension:  |

|  |  |
| --- | --- |
| V10 | ***Name of Individual Authorized to Bind the Organization*** |
| Name: | Title: |

|  |  |
| --- | --- |
| V11 | Signature ***(Individual must be legally authorized to bind the vendor.)*** |
| Signature: | Date: |

**TABLE OF CONTENTS**

[1. PROJECT OVERVIEW 4](#_Toc442779892)

[2. ACRONYMS/DEFINITIONS 6](#_Toc442779893)

[3. REQUEST FOR QUALIFICATIONS 9](#_Toc442779894)

[4. COMPANY BACKGROUND AND REFERENCES 19](#_Toc442779895)

[5. COST 24](#_Toc442779896)

[6. FINANCIAL 24](#_Toc442779897) [WRITTEN QUESTIONS AND ANSWERS 25](#_Toc442779898)

[8. RFQ TIMELINE 25](#_Toc442779899)

[9. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT 26](#_Toc442779900)

[10. RFQ RESPONSE EVALUATION AND AWARD PROCESS 33](#_Toc442779901)

[11. TERMS AND CONDITIONS 34](#_Toc442779902)

[12. SUBMISSION CHECKLIST 39](#_Toc442779903)

[ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION 40](#_Toc442779904)

[ATTACHMENT B – TECHNICAL CERTIFICATION OF COMPLIANCE 41](#_Toc442779905)

[ATTACHMENT C – SERVICE DEFINITIONS 42](#_Toc442779906)

[ATTACHMENT D - LEVEL OF CARE UTILIZATION SYSTEM (LOCUS) 44](#_Toc442779907)

[ATTACHMENT E - ASAM LEVELS OF CARE FOR SUBSTANCE USE DISORDER TREATMENT 46](#_Toc442779908)

[ATTACHMENT F – CONTRACT FORM 51](#_Toc442779909)

[ATTACHMENT G – INSURANCE SCHEDULE FOR RFQ 0001 52](#_Toc442779910)

[ATTACHMENT H – REFERENCE QUESTIONNAIRE 53](#_Toc442779911)

[ATTACHMENT I – PROPOSED STAFF RESUME 54](#_Toc442779912)

[ATTACHMENT J – CERTIFICATION REGARDING LOBBYING 55](#_Toc442779913)

[ATTACHMENT K – FEDERAL LAWS AND AUTHORITIES 56](#_Toc442779914)

**Vendors’ exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.**

**Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to, NRS 281A and the Governor’s Proclamation, which can be found on the Purchasing Division’s website (**[**http://purchasing.nv.gov**](http://purchasing.state.nv.us)**).**

# PROJECT OVERVIEW

The State of Nevada Behavioral Health Prevention and Treatment (BHPT) within the Division of Public and Behavioral Health is seeking proposals from qualified vendors to provide a range of behavioral health services and recovery supports for children, adolescents, and adults throughout the state. The intent of this Request for Qualifications (RFQ) is to qualify vendors for inclusion on a list from which BHPT will request quotes for specific projects, services, and supports. The RFQ does not obligate the State to purchase services from all awarded vendors. BHPT will administer funding agreements from the list resulting from this RFQ. The funding agreement will be for an initial term of two years, anticipated to begin July 1, 2016 with an option to renew for two additional years, if agreed upon by both parties, funding is available and in the best interest of the State. Funding includes State, Federal and Local sources.

BHPT has aligned funding priorities with the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Six Strategic Initiatives. In 2014, SAMHSA published *Leading the Change 2.0: Advancing the Behavioral Health of the Nation 2015-2018.*[[1]](#footnote-1) The Six Strategic Initiatives focus on improving the overall health of individuals, leveraging funding from multiple sources to reduce the financial burden to individuals, families, and communities, and increasing the effectiveness of prevention, early intervention, treatment and recovery supports. The Strategic Initiatives include:

* Prevention of Substance Abuse and Mental Illness
* Health Care and Health Systems Integration
* Trauma and Justice
* Recovery Support
* Health Information Technology
* Workforce Development

The BHPT strives to support communities in addressing the health and behavioral health needs of its population by taking a public health perspective on prevention and intervention, using data-driven, outcome oriented decision-making to inform policy and funding priorities.

The BHPT also aims to support recovery among Nevada’s citizens by promoting a recovery-oriented system of care that addresses the four dimensions of recovery[[2]](#footnote-2):

* Health: promoting treatment, health, and recovery-support services for individuals with mental health and/or substance use disorders, the implementation of self-directed care and person-centered planning, and efforts towards overall health and wellness.
* Home: supporting independence through access to safe, stable housing options in the community, programs that provide benefits and housing assistance, and recovery-oriented housing supports for individuals with behavioral health disorders.
* Purpose: self-directed activities that provide meaning, increasing access to gainful employment, educational activities, and supported employment options for individuals with behavioral health disorders.
* Community: promoting the social inclusion of individuals in their communities and access to peer support, ensuring community-integration and participation in civic/recreational activities, and opportunities to develop support roles for individuals with lived experience to support others in recovery.

BHPT also recognizes individuals and families need access to high-quality early intervention, treatment and recovery supports in their communities. We recognize efforts are most effective when agencies work collaboratively across sectors to focus on the unique needs of each individual, addressing social determinants of health in their efforts: economic stability, education, health/health care, neighborhood and community context. We support recovery-oriented systems of care to implement culturally competent, trauma-informed, evidence-based practices for children with Severe Emotional Disturbance (SED), adults with Serious Mental Illness (SMI), and individuals with Substance Use Disorders (SUD) and Co-Occurring Substance Use and Behavioral Health Disorders (COD). Access to such services and supports also must address unique challenges of individuals within special populations including but not limited to Native Americans, Latino/Hispanic, LGBTQ, Pregnant Women and Women with Dependent Children, youth and adults involved in the criminal justice system re-entering the community, homeless, individuals at-risk or in need of treatment for chronic diseases, HIV and TB, adolescents, and children. By working across health, justice, social services, education, and other systems and with State, Territorial, Tribal, and other partners, BHPT will lead the way to improving Nevada’s behavioral health system by engaging private and public partners statewide to enhance the system of care.

We encourage all applicants to apply to be included in the vendor pool through the RFQ process. Providers and organizations who meet the minimum qualifications will have opportunities to apply for funding through vendor calls for specific activities. Each vendor call will define the additional qualifications and scopes of work requested and all eligible vendors are encouraged to apply.

BHPT reserves the right to accept vendor proposals for qualification on an on-going basis. Any future awards will be written based upon termination dates concurrent with agreements awarded as a result of the original RFQ.

## GOALS AND OBJECTIVES

In 2015, the State of Nevada’s Behavioral Health Planning and Advisory Council identified five of the top behavioral health priorities to be addressed in 2016-2018. These top priorities have been recognized, in conjunction with federal priorities, to be the primary areas of focus for funding administered through BBHWP and they include:

### Increase the number and quality of behavioral health professionals in Nevada.

### Improve screening, assessment, and referral services for at-risk populations.

### Support earlier access to prevention and early intervention services.

### Increase community-based services across the system of care.

### Provide community-based intervention and support to address trauma and prevent incarceration.

Additionally, the Division of Public and Behavioral Health has identified services for youth and adults re-entering the community after criminal justice involvement as a priority area with a special focus on individuals with co-occurring substance use and behavioral health issues.

# ACRONYMS/DEFINITIONS

For the purposes of this RFQ, the following acronyms/definitions will be used:

| **Acronym** | **Description** |
| --- | --- |
| ***Assumption*** | An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence. |
| ***Awarded Vendor*** | The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ. |
| ***BHPT*** | Division of Public and Behavioral Health, Behavioral Health Prevention and Treatment |
| ***BOE*** | State of Nevada Board of Examiners |
| ***CLAS*** | Culturally and Linguistically Appropriate Services  |
| ***Confidential Information*** | Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal.  |
| ***Contract Approval Date*** | The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor. |
| ***Contract Award Date*** | The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners. |
| ***Contractor*** | The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance. |
| ***Cross Reference*** | A reference from one document/section to another document/section containing related material. |
| ***Division/Agency*** | The Division/Agency requesting services as identified in this RFQ. |
| ***Evaluation*** ***Committee*** | An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses. |
| ***Exception*** | A formal objection taken to any statement/requirement identified within the RFQ. |
| ***HIV*** | Human Immunodeficiency Virus |
| ***Key Personnel*** | Vendor staff responsible for oversight of work during the life of the project and for deliverables. |
| ***LCB*** | Legislative Counsel Bureau |
| ***LOI*** | Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.  |
| ***LGBTQ*** | Lesbian, Gay, Bisexual, Transgender, Questioning |
| ***MAT*** | Medication Assisted Treatment |
| ***May*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ responses without the information. |
| ***Must*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive. |
| ***NAC*** | Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us)**.** |
| ***NOA*** | Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request. |
| ***NRS*** | Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: [**www.leg.state.nv.us**](http://www.leg.state.nv.us). |
| ***OMT*** | Opioid Maintenance Therapy |
| ***Pacific Time (PT)*** | Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time. |
| ***Proprietary Information*** | Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.  |
| ***Public Record*** | All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 600A.030 [5]). |
| ***Redacted*** | The process of removing confidential or proprietary information from a document prior to release of information to others. |
| ***RFQ*** | Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection. |
| ***RFQ Response*** | Vendor’s response to all requirements as stated within the RFQ. |
| ***SBIRT*** | Screening, Brief Intervention and Referral to Treatment |
| ***SED*** | Severe Emotional Disturbance |
| ***Shall*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive. |
| ***Should*** | Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ response without the information. |
| ***SMI*** | Serious Mental Illness |
| ***SOQ*** | Statement of Qualifications. |
| ***State*** | The State of Nevada and any agency identified herein. |
| ***Subcontractor*** | Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor. |
| ***SUD*** | Substance Use Disorder |
| ***TB*** | Tuberculosis |
| ***Vendor*** | Organization/individual submitting a response to this RFQ. |
| ***Will*** | Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive. |

## STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday*.*

| **Holiday** | **Day Observed** |
| --- | --- |
| New Year’s Day | January 1 |
| Martin Luther King Jr.’s Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Nevada Day | Last Friday in October |
| Veterans' Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Family Day | Friday following the Fourth Thursday in November |
| Christmas Day | December 25 |

# REQUEST FOR QUALIFICATIONS

## GENERAL MINIMUM QUALIFICATIONS

BHPT is seeking qualified vendors to carry out early intervention, treatment and recovery supports for individuals with SMI, SED, and/or SUD. Please respond completely to the questions and requests for qualifications below.

Vendor must provide details of their qualifications by addressing each of the sections. If any of the below minimum qualifications do not apply to your agency, respond Not Applicable. If a vendor is determined to not meet and/or address any one of the Minimum Qualifications, the proposal in its entirety may not be considered. The process by which proposals will be considered for an agreement under this RFQ is to determine whether or not the vendor qualifies based on the set of Minimum Qualifications below. Each proposal will be reviewed independently. All vendors that qualify will receive an agreement; the agreements do not obligate funding but do establish each vendor’s ability to respond to specific vendor calls for activities supported by funding. Please note there is a limit of fifteen (15) pages for this section.

### History of the Agency and Current Operations

#### Provide a paragraph identifying your agency and describe the history and background of your organization.

####

#### Discuss how clients can access services and hours of operation.

#### Provide details of the accessibility of your services, and your experience in using electronic health records.

#### Identify all locations from which your organization operates.

#### Describe the current services your agency provides.

#### Discuss your program’s capacity to deliver services and waiting list policy.

#### Describe clients’ average length of stay, if applicable.

### Treatment and Recovery Support Services

#### Describe the Evidence-Based Practices used within your agency and the evidence to support how they apply specifically with the populations you serve. Describe any augmentations you have had to make to fit special populations and the evidence to support this augmentation. Use SAMHSA’s National Registry of Evidence Based Programs and Practices to guide your discussion.[[3]](#footnote-3)

#### Describe the policies and protocols your agency has in place for detecting, managing, and coordinating treatment and/or supports for individuals with co-occurring behavioral health and/or medical conditions. Discuss the level of integration your agency has with mental health/substance abuse/primary care. Use the rubric for guidance[[4]](#footnote-4). Provide documentation to support formal collaborations you have with outside entities.

#### Describe the policies and procedures you have in place to ensure clients and families are active participants in the development of their treatment/support plans. Include a description of the process of ensuring informed consent and person-centered care planning.

#### Cultural competency: describe how you ensure your staff are providing culturally competent care for special populations as they apply to your agency. Please include a discussion of special populations including LGBTQ, Native American, Women, Families, Adolescents, individuals with HIV, homeless, and any other specific population your agency works with. Describe your provision of culturally and linguistically appropriate services (CLAS).

#### Detail the implementation of Trauma-Informed Practices within your agency and how you ensure your providers implement practices that are Trauma-Informed.

#### Describe how your agency supports the basic tenants of recovery and participates in a recovery oriented system of care.

#### Describe your screening and assessment process. Detail the use of standardized screening and assessments tools to detect co-occurring disorders, trauma, medical issues, and social determinants of health. Include a discussion of how your agency would ensure that clients who receive Block Grant services are identified as meeting criteria as Seriously Mentally Ill, Severely Emotionally Disturbed, and or having a Substance Use Disorder or at-risk of developing a substance use disorder.

#### Describe the ways your agency addresses the social determinants of health and actively assists clients to remove barriers to engage in recovery efforts.

### Staffing

#### Report the number of staff employed by your agency and qualifications/certifications/licenses of direct service staff.

#### Discuss your agency’s hiring practices and efforts to retain qualified staffing.

#### Describe qualifications of key administrative personnel. If your agency has a Board of Directors, please describe the make-up of your board and board governance of the agency.

#### Discuss your agency’s policy for clinical supervision and safeguards in place to ensure all providers are properly supervised. Include additional information related to supervision of licensed providers, paraprofessionals, peers, and interns as applicable.

### Partnerships

###

#### Identify your agency’s referral sources and partnerships you have with other community providers.

#### Discuss the nature of the relationships with partners, how long the relationship has been in place, how successful the partnership has been and why.

#### Describe current and planned efforts to develop additional community partnerships and the rationale for such an expansion.

### Performance

#### Define your agency’s performance outcomes for the services you intend to provide.

#### Describe instruments or strategies used to collect outcome data (include a brief description of the reliability, validity, and sensitivity of these instruments).

#### Outline your agency’s quality assurance plan and key components of your plan that address quality of care and compliance with state and/or federal regulations. Please submit a copy of your quality assurance plan with your application as an attachment.

#### Describe the methods you use to gather client and family member input and how you use that information to inform your quality improvement.

#### Describe your implementation of an electronic health record and include details related to your EHR’s capacity to provide automated billing.

#### Describe your ability to augment your EHR to collect additional client level data that will be needed for on-going submission.

#### Describe your process to ensure compliance with 42CFR, 2 CFR Part 200 and HIPAA. Include discussion of record keeping, releases of information, care coordination, and transmission of information.

#### Discuss how your agency supports community integration of individuals with disabilities.

### Financial Components

###

#### Identify your agency’s experience with billing third party payees including private insurance and Medicaid and also your experience with self-pay clients and a sliding fee scale policy.

####

#### Discuss your process for Eligibility Determination: the process your agency uses to determine individual eligibility for various payment methods e.g. sliding-fee scale, Medicaid, self-pay, insurance, grant funding, or other.

#### Provide, as an attachment, a chart of your usual and customary fees. Usual and customary fees are fees set that have taken into consideration the usual fee charged for a unit of service, the customary charge in alliance with local and national norms, and reasonable compensation based on the actual cost of providing the service.

#### Discuss your agency’s experience in managing, accounting for, and reporting the use of grant funds. Are costs allocated appropriately across multiple funding streams? How do you ensure that expenditures match the approved budgets?

### Project Assurances

### As a condition of receiving funds from the Nevada State Division of Public and Behavioral Health, the recipient agrees to the following assurances. These assurances apply to recipients of Substance Abuse Block Grant funding, Mental Health Block Grant funding, State Liquor Tax funding and/or Marijuana Registry funds. Please provide your attestation that you will meet the following terms and conditions by initialing each condition in the box provided:

|  |  |
| --- | --- |
| Assurances | Initials |
| Funds may not be used for other than the awarded purpose. In the event Vendor expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division. |  |
| To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement. |  |
| Approval of vendor budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stating in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this agreement. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification. |  |
| Recipients of funds are required to maintain accounting records, identifiable by agreement number. Accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this sub-grant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the sub-grant activity. Such records shall be maintained in accordance with the following: |  |
| * Records may be destroyed not less than three years (unless otherwise stipulated) after the federal grant award’s final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the vendor five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 |  |
| * In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual agreements.
 |  |
| To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. The Division reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding. |  |
| To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). |  |
| To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations. |  |
| To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the vendor agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into. |  |
| Vendor certifies, by signing this notice of sub-grant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds. |  |
| Vendor agrees to comply with the requirements of the Title XII Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. |  |
| Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: Any federal, state, county or local agency, legislature, commission, council, or board; Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board. |  |
| Division awards are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to: |  |
| * Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 |  |
| * Ascertain whether policies, plans and procedures are being followed;
 |  |
| * Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 |  |
| * Determine reliability of financial aspects of the conduct of the project.
 |  |
| Any audit of Vendor’s expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of sub-grant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each vendor annually expending $750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO: ***The Nevada State Division of Public and Behavioral Health, Attn: Administrative Services Officer IV, 4150 Technology Way, Suite 300, Carson City, NV 89706-2009.*** This copy of the final audit must be sent to the Division within nine (9) months of the close of the vendor’s fiscal year.  |  |
| Vendor agrees to comply with the requirements of:Chapter I—Office of Management and Budget Government wide Guidance for Grants and Agreements Chapter II—Office of Management and Budget Guidance PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.45 CFR, PART 74 - Uniform Administrative Requirements for awards and sub awards to institutions of higher education, hospitals, other organizations, and commercial organizations; and certain grants and agreements with states, local governments and Indian tribal governments.45 CFR, PART 96 - BLOCK GRANTSNAC - CHAPTER 458 - ABUSE OF ALCOHOL AND DRUGSNRS - CHAPTER 458 - ABUSE OF ALCOHOL AND DRUGSRehabilitation Act of 1973, P.L. 93-112, as amended |  |

### Provide and/or Proposing Services

The following table outlines services BHPT has identified as important to its mission of creating and improving a strong behavioral health system. Please complete the following table to indicate which services you currently provide and/or proposing to provide as part of this application. NOTE: Not all services that are listed have required certifications. A brief description of these services is included in Attachments A, B and C of this RFQ.

|  |  |  |  |
| --- | --- | --- | --- |
| **ASAM Levels of Care- Substance Use Disorder** | **Mark with an X if you are currently certified** | **Services Currently Provided Indicate Y for Youth and A for Adult** | **Proposed Services****Indicate Y for Youth and A for Adult** |
| Level 0.5 Early Intervention |  |  |  |
| Level I Outpatient Services |  |  |  |
| Level II.1 Intensive Outpatient |  |  |  |
| Level II.5 Partial Hospitalization |  |  |  |
| Level III.1 Clinically-Managed Low-Intensity Residential |  |  |  |
| Level III.3 Clinically-Managed Medium-Intensity Residential |  |  |  |
| Level III.5 Clinically-Managed High-Intensity Residential |  |  |  |
| Level III.2-D Social Model Detoxification Services |  |  |  |
| Medication Assisted Treatment (MAT) and Opioid Maintenance Therapy (OMT) |  |  |  |
| **LOCUS Levels of Care- Mental Health** | **Mark with an X if you are currently certified** | **Services Currently Provided Indicate Y for Youth and A for Adult** | **Proposed Services****Indicate Y for Youth and A for Adult** |
| Basic Services- Prevention and Health Maintenance |  |  |  |
| Level One- Recovery Maintenance and Health Management |  |  |  |
| Level Two- Low Intensity Community-based Services |  |  |  |
| Level Three- High Intensity Community-based Services |  |  |  |
| Level Four- Medically Monitored Non-Residential Services |  |  |  |
| Level Five- Medically Monitored Residential Services (treatment provided in community setting) |  |  |  |
| Level Six- Medically Managed Residential Services (hospital setting) |  |  |  |
| **Support Services** | **Mark with an X if you are currently certified** | **Services Currently Provided Indicate Y for Youth and A for Adult** | **Proposed Services****Indicate Y for Youth and A for Adult** |
| Family Support Services |  |  |  |
| Peer to Peer Services  |  |  |  |
| Telehealth |  |  |  |
| HIV/TB |  |  |  |
| Transitional Housing |  |  |  |
| Targeted Case Management (TCM) |  |  |  |
| Habilitative Services |  |  |  |
| Community Health Worker (CHW) |  |  |  |
| Recovery Support Services |  |  |  |
| Home-based Services |  |  |  |
| **Other Services** | **Mark with an X if you are currently certified** | **Services Currently Provided Indicate Y for Youth and A for Adult** | **Proposed Services****Indicate Y for Youth and A for Adult** |
| Screening, Brief Intervention and Referral to Treatment (SBIRT) |  |  |  |
| Comprehensive Evaluation |  |  |  |
| **Special Populations** | **Mark with an X if you are currently certified** | **Services Currently Provided Indicate Y for Youth and A for Adult** | **Proposed Services****Indicate Y for Youth and A for Adult** |
| Serious Mental Illness (SMI) |  |  |  |
| Transitional-age Youth (18-24) |  |  |  |
| Criminal Justice |  |  |  |
| Women’s Services |  |  |  |
| Behavioral Health Services for Severely emotionally Disturbed Children and Adolescents (SED) |  |  |  |

## General Information Comments

### All applications shall adhere to the following formatting instructions:

#### Narrative sections shall be 1.5 spaced

#### 12 point font Times New Roman

#### Observe page limitation

#### Number all pages

#### Agency name on footer or header of each page

#### Each section clearly identified

### List of attachments each applicant will provide:

#### Providing/Proposed Services Table

#### Project Assurances Table

#### SAPTA certification, if applicable

#### Organization Chart

#### Quality Assurance Plan, if applicable

#### Chart of Usual and Customary Fees

# COMPANY BACKGROUND AND REFERENCES

## VENDOR INFORMATION

### Vendors must provide a company profile in the table format below.

| **Question** | **Response** |
| --- | --- |
| Company name: |  |
| Ownership (sole proprietor, partnership, etc.): |  |
| State of incorporation: |  |
| Date of incorporation: |  |
| # of years in business: |  |
| List of top officers: |  |
| Location of company headquarters: |  |
| Location(s) of the company offices: |  |
| Location(s) of the office that will provide the services described in this RFQ: |  |
| Number of employees with the expertise to support the requirements identified in this RFQ: |  |
| Location(s) from which employees will be assigned for this project: |  |

### **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

### The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

| **Question** | **Response** |
| --- | --- |
| Nevada Business License Number: |  |
| Legal Entity Name: |  |

Is “Legal Entity Name” the same name as vendor is doing business as?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “No”, provide explanation.

### Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

### Has the vendor ever been engaged under contract by any State of Nevada agency?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

| **Question** | **Response** |
| --- | --- |
| Name of State agency: |  |
| State agency contact name: |  |
| Dates when services were performed: |  |
| Type of duties performed: |  |
| Total dollar value of the contract: |  |

### Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

### Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

| **Question** | **Response** |
| --- | --- |
| Date of alleged contract failure or breach: |  |
| Parties involved: |  |
| Description of the contract failure, contract breach, or litigation, including the products or services involved: |  |
| Amount in controversy: |  |
| Resolution or current status of the dispute: |  |
| If the matter has resulted in a court case: | Court | Case Number |
|  |  |
| Status of the litigation: |  |

### Vendors must review the insurance requirements specified in ***Attachment G, Insurance Schedule for RFQ 0001.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment G.***

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment G, Insurance Schedule for RFQ 0001.***

### Financial information and documentation to be included in ***Part II, Confidential Financial Information*** of vendor’s response in accordance with ***Section 9.5, Part II – Confidential Financial Information***.

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

## SUBCONTRACTOR INFORMATION

### Does this RFQ response include the use of subcontractors?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, vendor must:

#### Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.

#### If any tasks are to be completed by subcontractor(s), vendors must:

##### Describe the relevant contractual arrangements;

##### Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

##### Describe your previous experience with subcontractor(s).

#### If applicable, Vendors must describe the methodology, processes and tools utilized for:

##### Selecting and qualifying appropriate subcontractors for the project/contract;

##### Ensuring subcontractor compliance with the overall performance objectives for the project; and

##### Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

##### Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

#### Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

#### Business references as specified in ***Section 4.3, Business References*** must be provided for any proposed subcontractors.

#### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

#### Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in ***Section 4.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

## BUSINESS REFERENCES

### Vendors should provide a minimum of three (3) business references from similar projects and/or collaborations within the last five (5) years.

### Vendors must provide the following information for ***every*** business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

|  |  |
| --- | --- |
| **Reference #:** |  |
| **Company Name:** |  |
| ***Identify role company will have for this RFQ project******(Check appropriate role below):*** |
|  | ***VENDOR*** |  | ***SUBCONTRACTOR*** |
| Project Name: |  |
| **Primary Contact Information** |
| Name: |  |
| Street Address: |  |
| City, State, Zip |  |
| Phone, including area code: |  |
| Facsimile, including area code: |  |
| Email address: |  |
| **Alternate Contact Information** |
| Name: |  |
| Street Address: |  |
| City, State, Zip |  |
| Phone, including area code: |  |
| Facsimile, including area code: |  |
| Email address: |  |
| **Project Information** |
| Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable: |  |
| Original Project/Contract Start Date: |  |
| Original Project/Contract End Date: |  |
| Original Project/Contract Value: |  |
| Final Project/Contract Date: |  |
| Was project/contract completed in time originally allotted, and if not, why not? |  |
| Was project/contract completed within or under the original budget/ cost proposal, and if not, why not? |  |

### Vendors must also submit ***Attachment H, Reference Questionnaire*** to the business references that are identified in ***Section 4.3.2***.

### The company identified as the business reference must submit the Reference Questionnaire directly to BHPT.

### It is the vendor’s responsibility to ensure that completed forms are received by the BHPT on or before the deadline as specified in ***Section 8, RFQ Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.

### The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

## VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFQ per ***Attachment I, Proposed Staff Resume.***

# COST

As needed, BHPT will obtain quotes from all vendors on the vetted list generated by this RFQ who are qualified to deliver needed services. We encourage all applicants to apply to be included in the vendor pool through the RFQ process. Providers and organizations who meet the minimum qualifications will have opportunities to apply for funding through vendor calls for specific activities. Each vendor call will define the additional qualifications and scopes of work requested and all eligible vendors are encouraged to apply.

BHPT reserves the right to accept vendor proposals for qualification on an on-going basis. Any future awards will be written based upon termination dates concurrent with agreements awarded as a result of the original RFQ.

# FINANCIAL

## PAYMENT

### Upon review and acceptance by the State, payments for invoices are normally made within 45 days of receipt, providing all required information, documents and/or attachments have been received.

### Pursuant to NRS 227.185, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

## BILLING

### The State does not issue payment prior to receipt of goods or services. Claims are paid on a reimbursement basis.

### The vendor must bill the State as outlined in the approved contract and/or payment schedule.

# WRITTEN QUESTIONS AND ANSWERS

The Bureau of Behavioral Health, Prevention and Treatment will accept questions and/or comments in writing regarding this RFQ as noted below:

## QUESTIONS AND ANSWERS

* + 1. The BHPT will accept questions and/or comments in writing or by email regarding this RFQ.
		2. Questions must reference the identifying RFQ number and be addressed to the State of Nevada, BHPT, Attn: Kendra Furlong, emailed to kendrafurlong@health.nv.gov.
		3. The deadline for submitting questions is as specified in ***Section 8, RFQ Timeline***.
		4. Vendors must provide their company name, address, phone number, email address, fax number, and contact person when submitting questions.
		5. All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in ***Section 8, RFQ Timeline***.

# RFQ TIMELINE

The following represents the proposed timeline for this RFQ. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

| **Task** | **Date/Time** |
| --- | --- |
| Kick-off/ RFQ Launch Meeting | 03/04/16 9:30 am to 12:00 noon |
| Deadline for submitting questions | 03/14/16 @ 5:00 PM |
| Answers available  | On or about 03/18/16  |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 04/04/16  |
| Deadline for submission and opening of RFQs | No later than 2:00 PM on 04/04/16  |
| Evaluation period (approximate time frame) | 04/04/16 – 04/28/16 |
| Selection of vendors | On or about 04/29/16 |

# RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

## GENERAL SUBMISSION REQUIREMENTS

Vendors must pay close attention to the submission requirements. If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical.*** Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.5, Confidentiality of RFQ Response.***

The required CDs must contain information as specified in ***Section 9.5.4***.

Detailed instructions on RFQ response submission and packaging follows and vendors must submit their responses as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State’s discretion.

### All information is to be completed as requested.

### Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.

### Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced. Technical and cost details about responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the BHPT designee as soon as possible and at least two (2) days in advance of the opening.

### If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked “MASTER,” the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.

### For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.

### RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer’s lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that responses, to the extent possible and practical:

#### Be submitted on recycled paper;

#### Not include pages of unnecessary advertising;

#### Be printed on both sides of each sheet of paper; and

#### Be contained in re-usable binders rather than with spiral or glued bindings.

### For purposes of addressing questions concerning this RFQ, the sole contact will be Kendra Furlong kendrafurlong@health.nv.gov as specified on Page 25 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

### Any vendor who believes the requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the BHPT. To be considered, a request for review must be received no later than the deadline for submission of questions.

The BHPT shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFQ.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

### If a vendor changes any material RFQ language, vendor’s response may be deemed non-responsive.

## PART IA – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

### The technical SOQ must include:

#### One (1) original marked “MASTER”; and

#### Six (6) identical copies.

### The technical SOQ ***must not include*** confidential technical information (refer to ***Section 9.3, Part I B, Confidential Technical SOQ***) or cost and/or pricing information. Cost and/or pricing information contained in the technical SOQ may cause the RFQ response to be rejected.

### Format and Content

#### Tab I – Title Page

The title page must include the following:

|  |
| --- |
| **Part I A – Technical RFQ** |
| RFQ Title: | Behavioral Health Treatment and Supportive Services |
| RFQ: | 0001 |
| Vendor Name: |  |
| Address: |  |
| Due Date: | April 4, 2016 2:00 PM |

#### Tab II – Table of Contents

An accurate and updated table of contents must be provided.

#### Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

#### Tab IV – State Documents

The State documents tab must include the following:

##### The signature page from all amendments with an original signature by an individual authorized to bind the organization.

##### Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

##### Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

##### Attachment J – Certification Regarding Lobbying with an original signature by an individual authorized to bind the organization.

##### Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

##### Copies of applicable certifications and/or licenses.

#### Tab V - Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ

##### ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.

##### If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.

##### Only technical exceptions and/or assumptions should be identified on ***Attachment B***.

##### The State will not accept additional exceptions and/or assumptions if submitted after the RFQ response deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

#### Tab VI – Section 3.2 – General Minimum Qualifications

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

#### Tab VII – Section 3.3 – BHPT Required Attachments

Vendors must clearly mark each attachment, referencing the corresponding requirement of ***Section 3.2.2***.

#### Tab VIII– Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

#### Tab IX – Attachment I – Proposed Staff Resume

##### Vendors must include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

##### This section should also include any subcontractor proposed staff resumes, if applicable.

#### Tab X – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the RFQ response.

## PART I B – CONFIDENTIAL TECHNICAL RFQ

### Vendors only need to submit Part I B if the RFQ includes any confidential technical information ***(Refer to Attachment A, Confidentiality and Certification of Indemnification)***.

### The confidential technical RFQ must include:

#### One (1) original marked “MASTER”; and

#### Six (6) identical copies.

### Format and Content

#### Tab I – Title Page

The title page must include the following:

|  |
| --- |
| **Part I B – Confidential Technical SOQ** |
| RFQ Title: | Behavioral Health Treatment & Supportive Services |
| RFQ: | 0001 |
| Vendor Name: |  |
| Address: |  |
| Due Date: | April 4, 2016 2:00 PM |

#### Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical RFQ, as applicable.

## PART II – CONFIDENTIAL FINANCIAL INFORMATION

### The confidential financial information part must include:

#### One (1) original marked “MASTER”; and

#### One (1) identical copy.

### Format and Content

#### Tab I – Title Page

The title page must include the following:

|  |
| --- |
| **Part III – Confidential Financial Information** |
| RFQ Title: | Behavioral Health Treatment & Supportive Services |
| RFQ: | 0001 |
| Vendor Name: |  |
| Address: |  |
| Due Date: | April 4, 2016 2:00 PM |

#### Tab II – Financial Information and Documentation

Vendors must place the information required per ***Section 4.1.11*** in this tab.

## CONFIDENTIALITY OF RFQS

### As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

### Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the RFQ response marked “confidential” is in compliance with NRS §600A.030(5)”. Not conforming to these requirements will cause your RFQ response to be deemed non-compliant and will not be accepted by the State of Nevada.

### Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.

### The required CDs must contain the following:

#### One (1) **“Master”** CD with an exact duplicate of the technical and cost proposal contents only.

##### The electronic files must follow the format and content section for the technical and cost proposal.

##### The CD must be packaged in a case and clearly labeled as follows:

|  |
| --- |
| **Master CD** |
| RFQ: | 0001 |
| Vendor Name: |  |
| Contents: | Part IA – Technical RFQ |
| Part IB – Confidential Technical RFQ |

#### One (1) **“Public Records CD”** with the technical and cost proposal contents to be used for public records requests.

##### This CD **must not** contain any confidential or proprietary information.

##### All electronic files ***must*** be saved in “PDF” format.

##### The CD must be packaged in a case and clearly labeled as follows:

|  |
| --- |
| **Public Records CD** |
| RFQ: | 0001 |
| Vendor Name: |  |
| Contents: | Part IA – Technical RFQ for Public Records Request |

### The Public Records submitted on the CD will be stored at the BHPT office and are available for view upon request.

### It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

### Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

## RFQ RESPONSE PACKAGING

### If the separately sealed technical, confidential technical/financial information and CD, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

### Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate this label for ease and accuracy of RFQ response packaging.

|  |
| --- |
| **Martie Washington** **Division of Public and Behavioral Health****Behavioral Health Prevention and Treatment****4126 Technology Way, 2nd Floor****Carson City, NV 89706** |
| **RFQ:** | 0001 |
| **DUE DATE:** | April 4, 2016 |
| **TIME:** | 2:00 PM |
| **FOR:** | Behavioral Health Treatment & Supportive Services |
| **VENDOR’S NAME:** |  |

### RFQ responses ***must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline.*** RFQ responses that do not arrive by the scheduled opening date and time ***will not be accepted***. Vendors may submit their RFQ response any time prior to the above stated deadline.

### The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State’s discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.

# RFQ RESPONSE EVALUATION AND AWARD PROCESS

*The information in this section does not need to be returned with the vendor’s response.*

## Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the Minimum Qualifications will have their Technical SOQs considered.

## Technical SOQs shall be consistently evaluated and scored based upon the following criteria listed below:

### Demonstrated competence

### Experience in performance of comparable engagements

### Conformance with the terms of this RFQ

### Expertise and availability of key personnel

Note: Financial stability will be scored on a pass/fail basis.

**RFQ responses shall be kept confidential until an agreement is awarded.**

## The State may also contact the references provided in response to *Section 4.3, Business References*; contact any vendor to clarify any response; contact any current users of a vendor’s services; solicit information from any available source concerning any aspect of an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.

## Each vendor must include in its RFQ response a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any RFQ response.

## Clarification discussions may, at the State’s sole option, be conducted with vendors who submit RFQ responses. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of RFQ responses. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFQ responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.

## Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.

# TERMS AND CONDITIONS

## PROCUREMENT AND RFQ TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B.*** The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

### The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

### The State reserves the right to waive informalities and minor irregularities in RFQ responses received.

### The State reserves the right to reject any or all RFQ responses received prior to contract award.

### Any irregularities or lack of clarity in the RFQ should be brought to the BHPT designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

### Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.

### Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.

### RFQ responses which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this agreement, may be rejected.

### RFQ responses from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

### Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.

### The State is not liable for any costs incurred by vendors prior to entering into a formal agreement. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

### RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State’s option and at the vendor’s request and expense. The masters of the technical RFQ, confidential technical RFQ, cost proposal and confidential financial information of each response shall be retained for official files.

### The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

## AGREEMENT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

### The awarded vendor will be the sole point of agreement responsibility. The State will look solely to the awarded vendor for the performance of all obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

### The awarded vendor must maintain, for the duration of its agreement, insurance coverages as set forth in the Insurance Schedule of the contract form (for for-profit entities) or sub grant form (for public or non-profit entities) appended to this RFQ. Work on the agreement shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of agreement.

### The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

### ***Attachment B and Attachment F*** of this RFQ shall constitute an agreement to ***all*** terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors ***must*** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

### The State reserves the right to negotiate final contract terms with any vendor selected. The agreement between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor’s response, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: The final executed agreement, any modifications and clarifications to the awarded vendor’s RFQ response, the RFQ, and the awarded vendor’s response. Specific exceptions to this general rule may be noted in the final executed agreement.

### Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

### Pursuant to NRS 613 in connection with the performance of work under this agreement, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The vendor further agrees to insert this provision in all subcontracts or sub grants, hereunder, except subcontracts or sub grants for standard commercial supplies or raw materials.

## PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

### Award of Related Contracts or Sub Grants

#### The State may undertake or award supplemental contracts or sub grants for work related to this project or any portion thereof. The contractor/sub grantee shall be bound to cooperate fully with such other contractors and the State in all cases.

#### All subcontractors/ sub grantees shall be required to abide by this provision as a condition of the agreement between the subcontractor/ sub grantee and the prime contractor/grantee.

### Products and/or Alternatives

#### The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor’s system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

#### An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFQ.

#### The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFQ requirement.

### State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the agreement and will reimburse the State for any loss or damage.

### Travel

If travel is required, the following processes must be followed:

#### All travel must be approved in writing in advance by the Department.

#### Requests for reimbursement of travel expenses must be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

#### The travel expense form, with original signatures, must be submitted with the vendor’s invoice.

#### Vendor will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

#### The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

### Right to Publish

#### All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Agency Head of agency or designee.

#### No announcement concerning the award of an agreement as a result of this RFQ can be made without prior written approval of the Administrator or designee.

#### As a result of the selection of the vendor to supply the requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.

#### Throughout the term of the agreement, the vendor must secure the written approval of the State per ***Section 11.3.5.2*** prior to the release of any information pertaining to work or activities covered by the agreement.

# SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any RFQ response received without these requisite documents may be deemed non-responsive and not considered for agreement award.

|  |  |
| --- | --- |
| **Part I A– Technical SOQ Submission Requirements** | **Completed** |
| Required number of the Technical SOQ per submission requirements |  |
| Tab I | Title Page |  |
| Tab II | Table of Contents |  |
| Tab III | Vendor Information Sheet |  |
| Tab IV | State Documents (see page 28 of RFQ) |  |
| Tab V | Attachment B – Technical Certification of Compliance with Terms and Conditions of RFQ |  |
| Tab VI | Section 3.1 – General Minimum Qualifications |  |
| Tab VII | Section 3.2 – Required BHPT Attachments (see page 18 Section 3.2.2 of RFQ) |  |
| Tab VIII | Section 4 – Company Background and References |  |
| Tab IX | Attachment I – Proposed Staff Resumes |  |
| Tab X | Other Informational Material |  |
| **Part I B – Confidential Technical SOQ Submission Requirements** |  |
| Required number of the Confidential Technical SOQ per submission requirements |  |
| Tab I | Title Page |  |
| Tabs | Appropriate tabs and information that cross reference back to the technical proposal |  |
| **Part II – Confidential Financial Submission Requirements** |  |
| Required number of Confidential Financial Proposals per submission requirements |  |
| Tab I | Title Page |  |
| Tab II | Financial Information and Documentation |  |
| **CDs Required** |  |
| One (1) | Master CD with the Technical SOQ, Confidential Technical SOQ only |  |
| One (1) | Public Records CD with the Technical SOQ contents only |  |
| **Reference Questionnaire Reminders** |  |
| Send out Reference Forms for Vendor (with Section 1 completed) |  |
| Send out Reference Forms for proposed Subcontractors/ Sub Grantees (with Section 1 completed, if applicable) |  |

# ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 600A.030(5), only specific parts of the proposal may be labeled a “trade secret”. All proposals are confidential until the agreement is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 “ACRONYMS/DEFINITIONS.***”

***Please initial the appropriate response in the boxes below and provide the justification for confidential status.***

|  |
| --- |
| **Part I B – Confidential Technical Information** |
| YES |  | NO |  |
| **Justification for Confidential Status** |
|  |

|  |
| --- |
| **A Public Records CD has been included for the Technical SOQ and Cost Proposal** |
| YES |  | NO |  |

|  |
| --- |
| **Part III – Confidential Financial Information** |
| YES |  | NO |  |
| **Justification for Confidential Status** |
|  |

|  |  |
| --- | --- |
|  |  |
| Company Name |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

**This document must be submitted in Tab IV of vendor’s technical proposal**

# ATTACHMENT B – TECHNICAL CERTIFICATION OF COMPLIANCE

**WITH TERMS AND CONDITIONS OF RFQ 0001**

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Qualification.

|  |  |  |
| --- | --- | --- |
| YES |  | I agree to comply with the terms and conditions specified in this RFQ. |

|  |  |  |
| --- | --- | --- |
| NO |  | I do not agree to comply with the terms and conditions specified in this RFQ. |

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

|  |  |
| --- | --- |
|  |  |
| Company Name |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

***Vendors MUST use the following format***. Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

| **EXCEPTION #** | **RFQ SECTION NUMBER** | **RFQ** **PAGE NUMBER** | **EXCEPTION****(Complete detail regarding exceptions must be identified)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**ASSUMPTION SUMMARY FORM**

| **ASSUMPTION #** | **RFQ SECTION NUMBER** | **RFQ** **PAGE NUMBER** | **ASSUMPTION****(Complete detail regarding assumptions must be identified)** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**This document must be submitted in Tab V of vendor’s technical proposal**

# ATTACHMENT C – SERVICE DEFINITIONS

|  |  |
| --- | --- |
| **Service** | **Brief Definition** |
| Community Health Worker (CHW) | The term community health worker has been used to refer to volunteers and salaried, professional or lay health workers with a wide range of training, experience, scope of practice and integration in health systems. They are members of a community who are chosen by the community or organizations to provide basic [health and medical care](https://en.wikipedia.org/wiki/Health_care). Other names for this type of [health care provider](https://en.wikipedia.org/wiki/Health_care_provider) include health worker, community health aide, community health promoter, and lay health advisor. Important attributes of community health workers are to be a member of and chosen by the community they serve. This means they are easily accepted by their fellows and have natural cultural awareness. |
| Co-Occurring Disorder Treatment | An enhanced service level endorsement requires the integration of substance abuse treatment and mental health services for persons with Co-Occurring Disorder (COD) as a major treatment initiative. Integrated treatment coordinates substance abuse and mental health interventions to treat the whole person more effectively; the term refers broadly to any mechanism by which treatment interventions for COD are combined within a primary treatment relationship or service setting. |
| Family Support Services | Using a family driven approach family support workers provide coaching, support, and advocacy for families involved at all levels of the behavioral health system and collaborate with other entities to ensure families have access to services and care for their children. |
| Habilitation Services | Habilitation services are provided in order for a person to attain, maintain or prevent deterioration of a skill or function never learned or acquired due to a disabling condition. |
| HIV/TB | TB Services to each individual receiving treatment for substance abuse must include: Counseling the individual with respect to tuberculosis, testing to determine if the individual has been infected with mycobacterium tuberculosis, providing or referral for appropriate medical evaluation and treatment, case management activities to ensure that individuals receive needed services.HIV Services include appropriate pretest counseling, testing for HIV/AIDS and post-test counseling. |
| Medication Assisted Treatment (MAT) and Opioid Maintenance Therapy (OMT) | MAT services sought for individuals receiving methadone treatment, including outpatient counseling and targeted case management. OMT provides opioid substitution therapy on an outpatient basis. Clients appropriate for this level of care must meet the DSM 5 diagnostic criteria for opioid use disorder prior to being considered for admission. |
| Peer to Peer Services  | Developmentally appropriate and specific to the unique needs of youth in transition,  draws on the experiences of others who have experienced a behavioral health disorder and focuses on recovery and wellness, empathy, informal support and mentoring. |
| Screening, Brief Intervention and Referral to Treatment (SBIRT) | SBIRT is the integration and coordination of screening and treatment components into a system of services that provides a needed intersection between specialty treatment and prevention. Screening involves identifying patients with possible substance misuse or abuse problems and determining the appropriate course of future action for these individuals. Brief intervention is appropriate for patients identified through screening to be at moderate risk for substance use problems. Patients identified as needing more intensive treatment are referred to specialty treatment providers. The primary goals of referral to treatment are to identify an appropriate treatment program and to facilitate engagement of the patient in treatment. |
| Serious Mental Illness (SMI) | An individual age 18 and older who (1) meets the criteria for a mental disorder as specified within a recognized diagnostic classification system and (2) displays functional impairment, as determined by a standardized measure, which impedes progress towards recovery and substantially interferes with or limits the person’s role or functioning in family, school, employment, relationships, or community activities. Individuals with a primary diagnosis of substance abuse or developmental disorder are excluded from this definition. |
| Severely Emotionally Disturbed Children and Adolescents (SED) | Children and youth who have had a diagnosable mental, behavioral, or emotional disorder in the past year, which resulted in functional impairment that substantially interferes with or limits the child’s role or functioning in family, school, or community activities. |
| Targeted Case Management (TCM) | TCM planning is person-centered and seeks to understand the client’s personal strengths and their unique situation. Case managers work with clients to establish their goals, actions and create a care plan to respond to their assessed needs. |
| Telehealth | Telehealth is the use of a telecommunications system to substitute for an in-person encounter for professional consultations, office visits, office psychiatry services, and a limited number of other medical services.  |
| Transitional-age Youth | Individuals aged 18-24. |
| Trauma-Informed Care | The trauma-informed care model is grounded in a thorough understanding of the neurological, biological, psychological, and social effects of trauma and violence. Trauma screenings can occur in both the inpatient and outpatient service settings. Services are provided based on a comprehensive psychological assessment performed at intake which informs treatment strategies and modalities. |
| Women’s Services | Women’s set-aside funds are targeted for the provision of: 1. Primary medical care for women who are receiving substance abuse services, including prenatal care,
2. Primary pediatric care for their children including immunizations.
3. Gender specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving services.
4. Therapeutic interventions for children in custody of women in treatment, which may, among other things, address their developmental needs, and their issues of sexual and physical abuse and neglect.

Sufficient case management and transportation services to ensure women and their children have access to the services provided by (1) through (4). |

# ATTACHMENT D - LEVEL OF CARE UTILIZATION SYSTEM (LOCUS)

The Level of Care Utilization System (LOCUS)[[5]](#footnote-5) is a multidimensional rating system used to assess an individual’s immediate needs for services and supports, plan resource needs over time, and monitor changes in an individual’s needs for services and supports over time. The dimensions rated are 1) Risk of Harm; 2) Functional Status; 3) Medical, Addictive and Psychiatric Co-Morbidity; 4) Recovery Environment; 5) Treatment and Recovery History; and 6) Engagement and Recovery Status. Below is a brief description of each level of care.

**BASIC SERVICES - Prevention and Health Maintenance**

**Definition:**

Basic services are designed to prevent the onset of illness or to limit the magnitude of morbidity associated with already established disease processes. These services may be developed for individual or community application, and are generally carried out in a variety of community settings. These services will be available to all members of the community with special focus on children.

**I. LEVEL ONE - Recovery Maintenance and Health Management**

**Definition:**

This level of care provides treatment to clients who are living either independently or with minimal support in the community, and who have achieved significant recovery from past episodes of illness.

**II. LEVEL TWO - Low Intensity Community Based Services**

**Definition:**

This level of care provides treatment to clients who need ongoing treatment, but who are living either independently or with minimal support in the community. Treatment and service needs do not require intense supervision or very frequent contact. Programs of this type have traditionally been clinic-based programs.

**III. LEVEL THREE - High Intensity Community Based Services**

**Definition:**

This level of care provides treatment to clients who need intensive support and treatment, but who are living either independently or with minimal support in the community. Service needs do not require daily supervision, but treatment needs require contact several times per week. Programs of this type have traditionally been clinic based programs.

**IV. LEVEL FOUR - Medically Monitored Non-Residential Services**

This level of care refers to services provided to clients capable of living in the community either in supportive or independent settings, but whose treatment needs require intensive management by a multi-disciplinary treatment team. Services which would be included in this level of care have traditionally been described as partial hospital programs and as assertive community treatment programs.

**V. LEVEL FIVE - Medically Monitored Residential Services**

**Definition:**

This level of care refers to residential treatment provided in a community setting. This level of care has traditionally been provided in non-hospital, free standing residential facilities based in the community. In some cases, longer-term care for persons with chronic, non-recoverable disability, which has traditionally been provided in nursing homes or similar facilities, may be included at this level.

**VI. LEVEL SIX - Medically Managed Residential Services**

**Definition:**

This is the most intense level of care in the continuum. Level six services have traditionally been provided in hospital settings, but could, in some cases, be provided in freestanding non-hospital settings.

# ATTACHMENT E - ASAM LEVELS OF CARE FOR SUBSTANCE USE DISORDER TREATMENT

The American Society of Addiction Medicine (ASAM) criteria is a comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions.

**0.5 Early Intervention for Adults and Adolescents**

This level of care constitutes a service for individuals who, for a known reason, are at risk of developing substance-related problems, or a service for those for whom there is not yet sufficient information to document a diagnosable substance use disorder.

**Level I - Outpatient Treatment**

Called Outpatient Services for adolescents and adults, this level of care typically consists of less than 9 hours of service/week for adults, or less than 6 hours a week for adolescents for recovery or motivational enhancement therapies and strategies. The components of care involved with this service level include, but are not limited to, a professional directed evaluation, group counseling, education relating to substance-related and mental health problems and/or disorders, skill building, case management and individual counseling.

**Level II- Intensive Outpatient/Partial Hospitalization Treatment**

Called Intensive Outpatient Services for adolescents and adults, this level of care typically consists of 9 or more hours of service a week or 6 or more hours for adults and adolescents respectively to treat multidimensional instability. Level 2 encompasses services that are capable of meeting the complex needs of people with addiction and co-occurring conditions.

**Level II.5 Partial Hospitalization for Adolescents and Adults**

This level of care typically provides 20 or more hours of service a week for multidimensional instability that does not require 24-hour care. Level 2 encompasses services that are capable of meeting the complex needs of people with addiction and co-occurring conditions. It is an organized outpatient service that delivers treatment services usually during the day as day treatment or partial hospitalization services. This level of care is offered to adults who have been assessed as requiring a more intensive level of intervention involving nine or more hours per week.

**Level III.1- Clinically Managed Low-Intensity Residential Services**

This adolescent and adult level of care typically provides a 24 hour living support and structure with available trained personnel, and offers at least 5 hours of clinical service a week. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour living support setting.

**Level III.3 - Clinically Managed Population-Specific High-Intensity Residential Services**

This adult only level of care typically offers 24-hour care with trained counselors to stabilize multidimensional imminent danger along with less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour treatment setting.

**Level III.5 - Clinically Managed Medium-Intensity Residential Services for adolescents and Clinically Managed High-Intensity Residential Services for adults**

This level of care provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Patients in this level are able to tolerate and use full active milieu or therapeutic communities. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour treatment setting. Treatment emphasis is on cognitive deficits, living environments, interpersonal functioning, coping skills, relapse prevention strategies, and a general process towards reintegration back into community. This level of service provides 24-hour in-house structure with face-to-face treatment time exceeding five hours a week that is of high intensity.

**Level III.7 - Clinically Managed Medium-Intensity Residential Services for adolescents and Clinically Managed High-Intensity Residential Services for adults**

This level of care provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Patients in this level are able to tolerate and use full active milieu or therapeutic communities. Level 3 encompasses residential services that are described as co-occurring capable, co-occurring enhanced, and complexity capable services, which are staffed by designated addiction treatment, mental health, and general medical personnel who provide a range of services in a 24-hour treatment setting. Level III.7 programs provide a planned regimen of 24-hour professionally directed evaluation, observation, and medical monitoring and addiction treatment in an inpatient setting.

**Level III.2-D (Social Model Detoxification)**

Residential Level III.2-D provides low-intensity detoxification services for clients whose detoxification/withdrawal signs and symptoms are severe enough to warrant 24-hour structure and support. Clients are assessed as having a substance use disorder or intoxication diagnosis prior to admission to this level of care as described in the DSM- 5 under substance related disorders. Detoxification protocols typically evolve around alcohol, sedatives, hypnotics, or anxiolytics. Clients requiring detoxification medication to facilitate a safe withdrawal process may not be appropriate for this level of care. This service level requires that one employee be present 24 hours a day with appropriate program level of care protocols and training in place to identify patients who may be in need of medical services beyond the capacity of this level of service.

**Level III.7-D (Modified Medical)**

Residential Level III.7-D is focused on serving those clients whose withdrawal symptoms are severe enough to warrant a high-intensity and structured residential setting involving 24-hour care under physician-approved and monitored program protocols. This level of care involves a professional directed evaluation, observation, medical monitoring and addiction treatment in an inpatient setting. The professionally directed assessment must assign a dependency diagnosis to the client prior to admission in order for the placement to be appropriate. This level best serves the client who’s bio-medical, emotional, behavioral and cognitive problems are so severe that inpatient treatment is indicated.

**Level IV-D Medically Managed Intensive Detoxification (Adults/Adolescents)**

This level of care offers 24-hour nursing care and daily physician care for severe, unstable problems in ASAM Dimensions 1, 2 or 3. Counseling is available to engage patients in treatment. Level IV-D detoxification is an organized service delivered by medical and nursing professionals that provides for 24-hour medically directed evaluation and withdrawal management in an acute care inpatient setting. Services are delivered under a defined set of physician-approved policies and physician-managed procedures or medical protocols. Level IV-D provides care to patients whose withdrawal signs and symptoms are sufficiently severe to require primary medical and nursing care services. Twenty-four hour observation, monitoring and treatment are available. Although Level IV-D is specifically designed for acute medical detoxification, it is also important to assess the patient and develop a care plan for any treatment priorities identified.

Bureau of Health Care Quality and Compliance Nevada Administrative Code 449.060 defines “Medically managed intensive detoxification program” as program which provides 24-hour medical monitoring of treatment and detoxification services in a licensed hospital pursuant to NAC 449.279 to 449.394, inclusive, and which has life support systems in place.

**Types of Services or Programs Not Included in ASAM**

**Opioid Maintenance Therapy (Adults/Adolescents)**

Opioid Maintenance Therapy (OMT) is an opioid substitution therapy certified by the Division in the State of Nevada. This level of service provides opioid substitution therapy on an outpatient basis. Clients appropriate for this level of care must meet the DSM 5 diagnostic criteria for opioid dependence prior to being considered for admission. Contained within the certified OMT level of care are two other distinct Division levels of care and as certified components: Level I outpatient service and ambulatory detoxification. Client care in Level 1 contains the Division approved placement criteria components for this intervention and may or may not be mandated by the program. The Division in the State of Nevada supports programs offering the OMT service encouraging Level 1 outpatient attendance by clients in extending good faith offerings in the form of motivational strategies for client engagement. Client needs in conjunction with the substitution therapy are of concern to the Division, which supports a well-integrated intervention for this client population.

The OMT service level functions under a set of well-defined state and federal law regulations as set forth in Federal Drug Administration (FDA) 21 C.F.R., Part 291and facilities are licensed under the Health Division. It is the intent of this service level to regulate “doses” of methadone or other opioid substitutes for maximum benefit to the client. Opioid substitute regimens are carefully weighed on an individual client basis in relation to treatment plans supporting total abstinence or perhaps a more general harm reduction approach. Integrated strategies involving the Level I outpatient and the ambulatory detoxification service levels often determine the proper treatment planning approach for each individual client.

The ambulatory detoxification service level addresses detoxifications from alcohol, sedatives, hypnotics, opioids, and anxiolytics. It is an organized outpatient service, which may be delivered in an office setting, health care or addiction treatment facility by trained clinicians who provide medically supervised evaluation, detoxification and referral services according to a pre-determined schedule. Such services are provided in regularly scheduled sessions and delivered under a defined set of policies and procedures for medically supervised withdrawal.

The OMT level of service is designed to identify and reassess the Division approved client placement criteria in all six life dimension needs in conjunction with the DSM 5 diagnostic symptoms as identified under substance related disorders. As a level of care, OMT can exist as a separate “unbundled” and freestanding service or as a “bundled” level of care on a full program continuum where it can be attached to any level of care approved by the Division in the State of Nevada.

**Civil Protective Custody**

Civil protective custody is a low-intensity residential detoxification program level of care for adults that are certified under the Division in the State of Nevada. This level of care works collaboratively with state and local criminal justice entities and must be appropriately certified or licensed by those entities. Clients appropriate for this level of care are remanded by local authorities for public intoxication pursuant to the Nevada Revised Statutes (NRS). Those mandated to the civil protective custody level of care are intoxicated from alcohol, hypnotics, sedatives or anxiolytics and are monitored by trained personnel for physical withdrawals while remanded to this service level. NAC stipulates that the operator of this service level must make a good faith effort to refer the client to treatment if close monitoring and assessment reveals possible benefits to be gained from a higher level of clinical or medical care. This program level of care can serve as an entry point in the continuum of care allowing for transfer or referral to a step-up service level such as a certified III.2-D residential detoxification level of care leading to further residential treatment, or perhaps can serve as a step-down service to a Division certified Level I or II outpatient level of care. As such, civil protective custody can be a stand-alone “unbundled” level of service or offered in conjunction with other “bundled” service levels on a continuum of care within a treatment facility, state or county jail setting, or other settings allowing admission, close observation, discharge and proper documentation. The Division supports placement of this level of care within a full-range care continuum to maximize program treatment care effectiveness through promoting easy client movement and continuity.

**Evaluation Center**

Evaluation Center is a Division certified program aimed at offering an evaluation for court referred DUI clients. The evaluation center requires a certified or licensed alcohol and drug counselor to determine the existence of a substance related disorder. An evaluation center certified by the Division must provide a signed consent of the client to this service level, documentation substantiating the determination of whether the client is an alcoholic, addict or abuser of alcohol or other drugs, general information concerning the history or condition of the client that should be considered in determining recommendations, and a summary of findings of the evaluation. The resulting written assessment must involve an evidence-based standardized measurement instrument to determine the likelihood of an abuse or dependency diagnosis. The data collection and summary of findings will utilize and reference the approved Division client placement criteria to address client needs beyond the evaluation (NRS 484.3793). The evaluation report will be in an acceptable court format and delivered within 20 days after the evaluation center receives the referral. The operator of this service level must not operate or have financial interest in a program for treatment of abuse of alcohol or other drugs in the same geographical area as the evaluation center if the center is located in a county whose population is 100,000 or more.

**Drug Court Service**

Drug Court is a Division certified program aimed at offering a general assessment and referral for adult clients referred from local and state courts/municipalities related to alcohol and drug violations. Drug Court is a SAPTA state certified service level aimed at properly assessing, diagnosing and referring alcohol or drug abuse/dependency clients in a predominantly court referred population. Recommendations for Division approved client placement requiring treatment will be identified at the completion of this service. A Drug Court service level utilizes current evidence-based standardized industry assessment tools in the field of addiction studies in conjunction with the DSM 5 diagnosis. Drug Court is discerned from ASAM levels of care for substance abuse disorders by the defining the program activities as those limited in scope, and centering exclusively on assessment, diagnosis and referral. Drug Court, as a Division certified program, often works collaboratively with criminal justice or legal municipal drug courts to coordinate identified treatment objectives identified during the assessment and supported by the DSM 5 diagnosis for substance related disorders. The Division supports placement of this level of care within a full-range care continuum to maximize program treatment care effectiveness through promoting easy client movement and continuity.

**Comprehensive Evaluation**

Comprehensive Evaluation is a level of care specifically focused at evaluating the needs of adults potentially possessing both a substance abuse disorder and mental issues. This level of care operates as part of a program of treatment and involves an interview where a thorough substance abuse and mental evaluation renders an in-depth body of client-based data allowing for appropriate placement, diagnosis, or further evaluation. The comprehensive evaluation may be conducted by one evaluator who holds a State of Nevada Certified or Licensed Alcohol and Drug Counselor and a State of Nevada recognized clinical licensure, a Nevada Licensed Clinical Alcohol and Drug Counselor, or may be conducted by two separate evaluators, one with an alcohol and drug certification or licensure or eligibility status and one with clinical mental licensure or eligibility. In the case of eligibility, all supporting documentation from Nevada state licensing boards and assigned clinical supervisors must be available for review upon request by BHPT. The result of the evaluation is a written report containing collaboratively compiled client data allowing for appropriate assessment, diagnosis and referral, or following evaluation considerations to meet client needs as it may relate to the two separate primary diagnostic and treatment concerns. The Bureau supports placement of this level of care within a full-range care continuum to maximize program treatment care effectiveness through promoting easy client movement and continuity.

**Transitional Housing**

Transitional Housing is a certified level of care by BHPT, State of Nevada, for adults with a history of a substantiated Diagnostic and Statistical Manual of Mental Disorders (DSM 5 diagnosis of a substance abuse disorder. Transitional housing is an alternative living environment requiring housed clients to attend a Nevada State certified ASAM Level I or Level II outpatient service. Transitional housing creates an alternative living environment offering, but not limited to, referral and linkage/coordination of care, client support and advocacy, self-help meetings, monitoring, and follow-up.

Typically, ongoing treatment emphasis for transitional clients involves dimensions 3 through 6 of the ASAM patient placement criteria. Level of care focus is on existing emotional/cognitive/behavioral issues underlying past usage, readiness for change and the client’s ongoing recovery process in conjunction with an outside living environment. As a structured alternative living environment, the operator of the alternative housing takes measures to ensure a drug and alcohol free environment. The transitional house is an ideal step up or step down from all programs and ASAM levels of care. A transitional housing level of care can be offered either as a “bundled” service among other service levels of treatment intensity that are within or in conjunction with a community agency, medical/psychiatric hospital, or administrative service; or may be offered as “unbundled,” existing as a free standing alternative. The Division supports placement of this level of care within a full-range care continuum to maximize program treatment care effectiveness through promoting easy client movement and continuity.

**Women’s Set-aside**

Women’s Set-Aside funds can be approved through the competitive funding process offered through BHPT and utilized in all programs and levels of care with the exception of Drug Court and Evaluation Center Programs. Division funded programs and levels of care receiving women’s set-aside funds must meet the requirements of the NAC for BHPT governing programs and levels of care in addition to the following items:

* Primary medical care for women who are receiving substance abuse services, including prenatal care and while women are receiving such care.
* Primary pediatric care for their children including immunizations.
* Gender specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving services.
* Therapeutic interventions for children in custody of women in treatment, which may, among other things, address their developmental needs, and their issues of sexual and physical abuse and neglect.
* Sufficient case management and transportation services to ensure women and their children have access to the services provided by (1) through (4).

# ATTACHMENT F – CONTRACT and SUB GRANT AWARD FORM

The following State Contract Form (for for-profit entities) and Sub Grant (for Public and Non-profit entities) is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the applicable form, as this is the standard contract used by the State for all services of independent vendors. It is not necessary for vendors to complete the Form with their proposal.

If exceptions and/or assumptions require a change to the Form, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.***

**Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment G, Insurance Schedule.***





*To open the document, double click on the icon.*

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact BHPT at* *mcwashington@health.nv.gov*

*for an emailed copy.*

# ATTACHMENT G – INSURANCE SCHEDULE FOR RFQ 0001

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent vendors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.***



*To open the document, double click on the icon.*

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact BHPT at* *mcwashington@health.nv.gov*

*for an emailed copy.*

# ATTACHMENT H – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFQ process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

|  |
| --- |
| **INSTRUCTIONS TO PROPOSING VENDOR** |
| 1. | Proposing vendor or vendor’s proposed subcontractor **MUST** complete Section 1 of the Reference Questionnaire. |
| 2. | Proposing vendor **MUST** send the following Reference Questionnaire to **EACH** business reference listed for completion of Section 2. |
| 3. | Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Behavioral Health, Prevention and Treatment Subject: ***RFQ 0001*** Attention: ***Martha C. Washington*** Email: mcwashington@health.nv.gov  Fax: 775-684-4185Please reference the RFQ number in the subject line of the email or on the fax. |
| 4. | The completed Reference Questionnaire **MUST** be received ***no later than 2:00 PM PT 4/4/16*** |
| 5. | Business references are **NOT** to return the Reference Questionnaire to the Proposer (Vendor). |
| 6. | In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary. |
| 7. | Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page. |
| 8. | Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process. |



*To open the document, double click on the icon.*

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact BHPT at* *mcwashington@health.nv.gov*

*for an emailed copy.*

# ATTACHMENT I – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime vendor staff and proposed subcontractor/sub grantee staff using the State format.



*To open the document, double click on the icon.*

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact BHPT at* *mcwashington@health.nv.gov*

*for an emailed copy.*

*.*

# ATTACHMENT J – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  |  |  |
|  | Signature of Official Authorized to Sign Application |  | Date |

|  |  |
| --- | --- |
| For: |  |
|  |  Vendor Name |

|  |
| --- |
|  |
| Project Title |

**This document must be submitted in Tab IV of vendor’s technical proposal**

# ATTACHMENT K – FEDERAL LAWS AND AUTHORITIES

*The information in this section does not need to be returned with the vendor’s proposal.* Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

**ENVIRONMENTAL:**

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

**ECONOMIC:**

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

**SOCIAL LEGISLATION**

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women’s and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

**MISCELLANEOUS AUTHORITY:**

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension
1. Substance Abuse and Mental Health Services Administration*. Leading the Change 2.0: Advancing the Behavioral Health of the Nation 2015-2018.* HHS Publication No. PEP14-LEADCHANGE2. Rockville, MD: SAMHSA, 2014. [↑](#footnote-ref-1)
2. SAMHSA Four Dimensions of Recovery. <http://www.samhsa.gov/recovery> [↑](#footnote-ref-2)
3. SAMHSA’s National Registry of Evidence Based Programs and Practices. <http://nrepp.samhsa.gov/01_landing.aspx> [↑](#footnote-ref-3)
4. Heath B, Wise Romero P, and Reynolds K. *A Standard Framework for Levels of Integrated Healthcare*. Washington, D.C.SAMHSA-HRSA Center for Integrated Health Solutions. March 2013. <http://www.integration.samhsa.gov/integrated-care-models/A_Standard_Framework_for_Levels_of_Integrated_Healthcare.pdf> [↑](#footnote-ref-4)
5. American Association of Community Psychiatrists. *LOCUS: Level of Care Utilization System for Psychiatric and Addictions Services Adult Version 2010.* Deerfield Behavioral Health, Inc. [↑](#footnote-ref-5)