

REQUEST FOR PROPOSALS (RFP)

**SANDOVAL COUNTY DWI AND PREVENTION
PROGRAM**

**ADULT OUTPATIENT TREATMENT PROGRAM
AGREEMENT**



RFP# FY21-SCDWI-01

Release Date: July 12, 2020

Due Date: July 23, 2020 at 3:00 p.m.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed proposals for a multi-award contract on behalf of the Sandoval County DWI Program from individuals and/or agencies capable of performing all tasks of the DWI Program “*Intensive Treatment*” (NIGP Commodity Code # 94807, 94876, 94886, 95205, 95206, 95207, 95215, 95221, 95223, 95267 and 95285). Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd floor, P.O. Box 40, Bernalillo, New Mexico until **3:00 p.m.** (Mountain Standard Time) on **July 23, 2020**. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

The County’s intent of this Request for Proposal (RFP) is to obtain proposals for a multi-award contract that may be awarded to qualified Offeror’s that are licensed and capable of providing comprehensive assessment and treatment planning. Offeror’s must be able to engage in data collection to determine the effectiveness of DWI Program activities. Offeror’s will be asked to serve up to 60 people throughout the year.

C. TERM OF CONTRACT

This Request for Proposal is to contract on a fiscal year basis, starting September 1, 2020 with the option to renew for the maximum of four (4) years, subject to funding availability and satisfactory completion of the Scope of Services.

The resulting contract will be a multiple award.

D. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
 Reference RFP Name: Adult Outpatient Treatment Program Agreement
 RFP# FY21-SCDWI-01
 Address: Sandoval County
 1500 Idalia Road Bldg. D
 PO Box 40
 Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	7-12-2020
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	7-14-2020
4. Deadline to submit Questions	Potential Offerors	7-15-2020 @ 1 p.m.
5. Response to Written Questions	Procurement Manager	7-16-2020
6. Submission of Proposal	Potential Offerors	7-23-2020

7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County DWI and Prevention Program.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by **5:00 p.m.** MST or MDT on **July 14, 2020**.

The procurement distribution list will be used for the distribution of written responses to

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **July 15, 2020 at 1:00 p.m.** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 P.M.** MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **JULY 23, 2020**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Adult Outpatient Treatment Program Agreement and RFP# FY21-SCDWI-01. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalist

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County and Sandoval County DWI and Prevention Program, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

8. No Obligation

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

15. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

17. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

18. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Sandoval County.

19. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

20. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

21. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

22. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

23. Use by other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government with no obligation or liability incurred by Sandoval County.

24. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

- b. violation of Federal or state antitrust statutes related to the submission of offers;
or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

25. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

26. Liability

The Offeror, upon successful award of the contract, shall be considered as an independent contractor in the performance of services listed, and are not employees of the County and must state that the County is not his/her sole source of income. The Offeror must agree that they will not be entitled to any benefits from Sandoval County, under the provisions of the benefits granted to employees of the County, under the merit system ordinance as now enacted or hereafter amended.

27. Indemnity

The Offeror, upon successful award of the contract agrees, to the fullest extent permitted by law, to defend, indemnify and hold County and County's employees, agents, independent contractors and representatives harmless from damages and losses arising from the acts or omissions of Offeror pursuant to the subject matter of the contract, whether such damages are based in tort, contract, statute, any other category of law or in equity. Offeror's obligation pursuant to this paragraph is specifically intended to extend to, but is not limited to, all claims for any damages sustained by Offeror, its employees, independent contractors, agents or other representatives while engaged in the performance of the Contract

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES.
2. **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES. The cost proposal must be in a separate sealed envelope with Attachment F.
3. **Please submit an electronic version (flash drive) of the Technical and Cost Proposal.**

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be minimal.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 - 1. Response to Specifications
 - 2. Organizational Experience
 - 3. Organizational References
 - 4. Mandatory Specification
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. Conflict of Interest Affidavit (Appendix E)
 - 7. New Mexico Preferences (if applicable)
- G. Other Supporting Material
 - 1. Financial Stability Documentation
 - 2. Proof of Liability Insurance

2. COST PROPOSAL – SEPARATE SEALED ENVELOPE

The purpose of the Request of Proposal is to fulfill a contract with the Department of Finance and Administration of the State of New Mexico.

The DWI Program will contract for services rendered on a fee for service basis, which is derived from the unit of services and payment specification schedule (see Appendix F). Reimbursement for all services will follow the special provisions outlined in Appendix F.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. DETAILED SCOPE OF WORK

The Offeror shall provide culturally sensitive, comprehensive assessment and treatment planning services; relapse prevention; individual, family and group therapy; and psycho-educational activities related to alcohol abuse, substance abuse, anger management and domestic violence offenders that include the following components:

- A. Conduct personal interviews with DWI and DV offenders, following standardized core elements of screening and assessment testing/interview protocols, as identified by the New Mexico Department of Health standards. This includes administration of the Addiction Severity Index and Symptom Distress Scale.

- B. Provide intensive treatment for DWI and alcohol involved DV offenders with the objective of eliminating alcohol abuse and dependency, thus leading to lowering the incidence of alcohol related crashes and reducing the number of second and subsequent DWI offenses by 5% by end of June of each contracted year and lowering the incidence of alcohol related domestic violence incidences and reducing the number of subsequent domestic violence offenses by 5% by end of June of each contracted year. Services will be provided to the group of DWI and DV offenders who are most likely to continue offending. Since many DWI and DV offenses are committed by repeat offenders, this service is oriented toward reducing DWI and DV by this hard core group. This program serves individuals with serious alcohol problems in a structured rehabilitation program. All treatment services and relevant record keeping activities must adhere to pertinent Department of Health standards. Proposed treatment activities include:
 1. Assessment
 2. Addiction Severity Index and Symptom Distress Scale Administration
 3. Individual Treatment
 4. Therapeutic Group
 5. Case Coordination
 6. Treatment Plan Development and Review
 7. Discharge upon completion of counseling
 8. Evaluation Process/Outcome Reporting

- C. Submit progress report (billing) monthly for each client served (database and forms provided by DWI Program) which is to be submitted to the Program Administrator on the 1st and 16th of the month. Billing form and separate invoice must be submitted. Also, all client notes are to be submitted and placed in the client's file on a weekly basis if not done on a daily basis.
- D. Provide copies of required licensure to the DWI Program Administrator.
- E. Provide oral reports on a regular basis at scheduled meetings, during site visits, through telephone contacts and as requested.
- F. Comply at all times with all applicable state and federal laws and regulations, and any and all licensure requirements governing its program and facility.
- G. Employ patient placement criteria in all assessment recommendations and level of care determinations. These patient placement criteria will conform to the *American Society on Addiction Medicine Patient Placement Criteria, Second Edition*.
- H. Maintain own Malpractice Insurance and provide copy of same to the Program Administrator (Professional liability (errors and omissions) insurance, with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.
- I. Experience facilitating the following curriculum: Adult MRT "How to Escape Your Prison"; MRT DV "Bringing Peace to Relationships"; and MRT Anger Management "Coping with Anger".
- J. Be in compliance with the CYFD Standards for Domestic Violence which includes having attended the 40-hour basic Victim Training proved by NM Coalition for Domestic Violence and having attended each year thereafter 8 hours of training related to Domestic Violence. Certificates provided to DWI Program Administrator.
- K. Follow the protocol and procedures of the Sandoval County DWI & DV Program and utilize the MRT curriculum.
- L. Participate in Clinical Supervision for work performed under contract. Must attend clinical supervision as required by New Mexico Counseling Practice Therapy Board (1 hour of supervision for every ten hours of services provided). Participate in review of clients files in clinical supervision.
- M. Participate in meetings with Court Compliance Officer and Counselors every other week to discuss progress of clients.

- N. All files, case notes, and client records are the property of the Sandoval County DWI Program and shall be kept at the offices located at 711 Camino del Pueblo, Bernalillo, NM.
- O. Must maintain records of all activities and provide the County with monthly, quarterly and yearly reports.
- P. Must generate a monthly listing of all DWI/DV referrals that are active in screening, treatment and/or education.
- Q. The County will appoint the DWI Program Administrator as the contact person for the successful Offeror.
- R. Upon submission of a detailed billing that is approved by the DWI Program Administrator, incremental payment shall be paid.

VI. TECHNICAL SPECIFICATIONS

1. Organizational Experience-Offerors must:

- a) Please describe Offeror's mission statement.
- b) Please describe staffing plan, including staff to client ratio, supervision, job descriptions, competency and ability of staff to provide proposed services and clinical supervision.
- c) Please provide staff resumes and certifications/licenses of all who will be providing services to Sandoval County.
- d) Provide a history of your firm's organization.

2. Organizational References

Offerors must provide a minimum of three (3) current letters of support from community/social agencies within the last three years.

At least one (1) letter must be from agencies/organizations outside the field of substance abuse.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

Offerors shall submit the following Business Reference information as part of Offer.

NOTE: Letters of support and commitment must include:

- a) Name of agency/organization;
- b) Address of agency/organization;
- c) Name of agency/organization contact;
- d) Telephone number of contact; and
- e) Association with Offeror, support of proposed project, commitment to network and coordinate services.

3. Mandatory Specifications – All items must be included:

- a) Must provide a narrative describing how the Offeror shall comply with the comprehensive DWI and DV Program standards and a narrative addressing an ability to begin service delivery to ensure continuity of care for clients at the start of the contract period. The Offeror must describe and demonstrate their ability to fiscally support an agency for at least six (6) weeks.
- b) Must provide a Budget Projection narrative that includes the details all unit costs by category. (See Appendix F)
- c) Must provide a plan demonstrating the effectiveness of providing services to special populations in the service area. This plan must address how special populations will be served, including adults and culturally diverse populations.
- d) Must describe Offeror's continuum of care. This is to include ALL services Offeror will provide and what service areas will be served.
- e) Please describe the proposed services per service unit, frequency, duration, theory and methodologies.
- f) Must describe Offeror's expected outcomes for proposed program goals and proposed treatment goals.
- g) Please describe how the cultural competence and relevance will be incorporated in the overall planning.
- h) Must briefly describe the plans and measures proposed for the evaluation of treatment effectiveness.

OTHER SUPPORTING MATERIALS

Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well financial statements for the proceeding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state

the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Insurance

ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,000,000 per occurrence, \$2,000,000.00 per aggregate. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by the vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates and shall also be supplied for three years after the termination of the contract.

APPENDICES

1. Acknowledge of Receipt Form

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Conflict of Interest Affidavit

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP Documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Unit Service and Payment Specifications

The Offeror must be able to provide services based upon the Unit Service and Payment Specifications as listed in "Appendix F".

VII. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section VI	Points Available
Organizational Experience	30 points
Organizational References	40 points
Mandatory Specifications	30 points
TOTAL TECHNICAL POINTS	100 POINTS
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
New Mexico Preference – Resident Business Points	
New Mexico Preference – Resident Veterans Point	

Table 1: Evaluation Point Summary

EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response:

- a. Organizational Experience**
- b. Organizational References**
- c. Mandatory Specifications**
- d. Proof of Financial Stability**
 - i. Pass/Fail only. No points assigned.
- e. Proof of Insurance**
 - i. Pass/Fail only. No points assigned.
- f. Letter of Transmittal**
 - i. Pass/Fail only. No points assigned.
- g. Signed Campaign Contribution Disclosure Form**

i. Pass/Fail only. No points assigned.

h. Conflict of Interest Affidavit

i. Pass/Fail only. No points assigned.

1. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

OR

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

2. Interview

If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the

evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

ADULT OUTPATIENT TREATMENT PROGRAM AGREEMENT RFP# FY21-SCDWI-01 ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **July 14, 2020** by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds one hundred dollars (\$100) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____ **FED ID#** _____
Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2020
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate from the New Mexico Taxation and Revenue MUST also be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

UNIT SERVICE AND PAYMENT SPECIFICATIONS

UNIT SERVICE AND PAYMENT SPECIFICATIONS

The following services are billed per hour.

<u>Service Unit Code</u>	<u>Unit of Service</u>	<u>Unit Price</u>	<u>Max per Day</u>
90847	Family Psychotherapy	\$60.00/hr.	\$360.00
90849	Multiple Family Group	\$60.00/hr.	\$360.00
90853	Group Counseling	\$60.00/hr.	\$360.00

The following services are billed per session.

90808	Individual Therapy – 1 hour	\$50.00/hr	\$50.00/per client
H0031	Behavioral Health Assessment and Initial Treatment Plan	\$70.00	\$70.00
T1007	Alcohol and/or Substance Abuse or DV services, treatment plan Modification (Behavioral Health Treatment Plan Update)	\$35.00	\$35.00
H2015	Case Management for clients	\$5.00	5.00/per fifteen minutes
Meetings	Meetings as needed to discuss Clients as directed by Executive Administrator.	\$25.00	\$25.00

UNIT SERVICES AND SPECIFICATIONS

Services available to DWI Program clients are limited to the following services.

Description of services

CPT/ HCPCS Code	Modifiers	<i>Procedure</i>	<i>Bill Unit</i>	Notes
H0002 Replaces ASI and SDS administration (114)	HF, HH, TR	<p><u>Behavioral Health Screening</u></p> <p>Behavioral Health Screening is provided to determine eligibility for admission to behavioral health treatment services, and may include the following: Integrated mental health and substance use disorders screening, mental health screening, alcohol screening and drug abuse screening.</p> <p>The behavioral health screen is a preliminary procedure limited in nature and intended to merely indicate whether there is a probability that a mental health problem and/or drug/alcohol abuse or dependence problem is present. Contractor must administer DOH BHSD DWI required instruments: Addiction Severity Index (ASI) full version © on intake and discharge, (ASI) Lite © may be used on the 90 day follow ups. Symptom Distress Scale (SDS) is required on intake and then yearly. ASI and SDS Severity and Composite scores shall be reported as part of the assessment and then in 90 day reports.</p> <p>These scores are part of benchmarks in evaluation of services provided to client.</p>	Product Occurrence - o n c e p e r q u a r t e r	<p><u>Authorized practitioners:</u></p> <ul style="list-style-type: none"> • Bachelor’s degree in human services related field and a combination of relevant education, training and experience totaling four years; or • LADAC; or • Master’s Degree in human services related field. <p>NOTE: Completed screening must be signed and dated by staff completing the screening and as appropriate, a masters level supervisor. <i>For supervision requirements, see specific service requirement staffing guideline.</i></p> <p><u>Special Instructions:</u></p> <ul style="list-style-type: none"> • For mental health screening, use modifier HE. • For substance abuse screening, use modifier HF • When both a mental health and substance abuse screen are conducted, use modifier HH.

CPT/ HCPCS Code	Modifiers	Procedure	Bill Unit	Notes
H0031	HF,HT, HH, U8, TR	<i>Mental Health Assessment by non- physician</i>	Product	<u>Authorized practitioners:</u> • Bachelor’s degree in human services related field and a combination of relevant education, training and experience totaling four years; or
		<i>(Behavioral Health Assessment and Initial Treatment Plan)</i>	<i>Occurrence: Maximum Once</i>	• LADAC; or • Master’s Degree in human services related field.
		Assessment is an integrated series of procedures conducted with an individual to provide the basis for the development of an effective, comprehensive and individualized treatment plan. It is an intensive clinical and psychosocial evaluation of an individual’s mental health and/or co-occurring conditions which results in an issuance of an integrated written document. This service may be conducted by an individual or by a multi-disciplinary team and includes face-to-face interview contacts with the individual; and may include the individual’s family and/or significant others, collateral contacts and other agencies to determine the individual’s problems and strengths, to identify the disability (ies), and to identify natural supports.	<i>Per Client</i> <i>This service is reimbursable only with prior authorization by DWI Program Administrator</i>	<i>NOTE: Completed assessment must be signed and dated by staff completing the assessment and, as appropriate, a masters level supervisor. For supervision requirements, see specific service requirement staffing guideline.</i>
		<i>An initial treatment plan, including</i>		<u>Special Instructions:</u> • For multi-disciplinary team, use modifier HT. • For substance abuse assessment, use modifier HF. • For substance abuse/mental health assessment, use modifier HH.

discharge criteria and/or treatment recommendations is included as part of the assessment.

CPT/ HCPCS Code	Modifiers	Procedure	Bill Unit	Notes
T1007 Treatment Plan Update and Review (replaces code 248)	HE, HH, HT, TR	<p>Alcohol and/or substance abuse services, treatment plan modification (Behavioral Health Treatment Plan Update)</p> <p><i>Modification (or update) of the treatment plan is conducted in order to collect, assemble, and coordinate relevant planning and treatment information, and identifies treatment team members to assure that treatment is both comprehensive and individualized. The treatment/service plan is based on assessment and evaluation information and contains specific treatment and recovery goals and services directed towards addressing the individual's needs and symptoms.</i></p> <p><i>Note: Initial treatment plan is included under H0031.</i></p> <p><i>Treatment plan review is required every 90 days</i></p>	Product	<p><u>Authorized practitioners:</u></p> <ul style="list-style-type: none"> • Bachelor's degree in human services related field and a combination of relevant education, training and experience totaling four years; or • LADAC; or • Master's Degree in human services related field. <p>NOTE: Completed treatment plan update must be signed and dated by staff completing the treatment plan update and as appropriate, a masters level independent supervisor. For supervision requirements, see specific service requirement staffing guideline.</p> <p><u>Special Instructions:</u></p> <ul style="list-style-type: none"> • For a mental health program, use modifier HE. • For co-occurring substance abuse and MH, use modifier HH. • For a multi-disciplinary team, use modifier HT.

CPT/ HCPCS Code	Modifier	Procedure	Bill Unit	Notes
90804-90808		<i>Individual psychotherapy, office (90804 for 20-30 min, 90806 for 45-50min, 90808 for 75-80 min)</i>	CPT defined time	<u>Authorized</u> <u>practitioners for even</u>
(replaces 223 individual counseling)		Face-to-face interactive interventions are focused and time limited.	90804 = 2 15 min units	<u>numbered services:</u>
		Interventions are designed to improve functioning and increase independence. Interventions are relevant to the needs of the recipient and relate directly to the individualized goals and objectives specified in the recipient's treatment plan. This service includes individual (child or adult), family, and group counseling.	90806 = 4 units	Licensed Psychologist, Psychologist Associate licensed at the master's level, Licensed or board eligible Psychiatrist, Clinical Psychiatric Nurse Specialist, LISW, LPCC, LMFT, Licensed Professional Art Therapist (LPAT), Licensed Alcohol & Drug Abuse Counselor (LADAC), Registered or Licensed Mental Health Counselor (RMHC/LMHC), Licensed Professional Mental Health Counselor (LPC), or Licensed Masters Social Worker (LMSW).
		Psychotherapy is the treatment for mental illness and behavioral disturbances in which the clinician establishes a professional contact with the individual and, through definitive therapeutic communication, attempts to alleviate the emotional disturbances, reverse or change maladaptive patterns of behavior, and encourage personality growth and development. <i>Insight Oriented, Behavior Modifying and/or Supportive Psychotherapy refers to the development of insight or affective understanding, the use of behavior modification techniques, the use of supportive interactions, the use of cognitive discussion of reality, or any combination of the above to provide therapeutic change.</i>	90808 =6 units	
			Maximum total allowed time per day: 2 hours (8 units)	
			Based on Treatment Plan: A minimum of 12 sessions is expected. Services for more than 24 sessions, requires approval of DWI administrator	

CPT/ HCPCS Code	Modifier	Procedure	Bill Unit	Notes
90847 (replaces part of 223)		90847 Family psychotherapy (conjoint psychotherapy with the patient present) Psychotherapy directed toward an individual and family to address emotional, behavioral or cognitive problems, which may be causative/exacerbating of the primary mental disorder or have been triggered by the stress related to coping with mental and physical illness, alcohol and drug abuse. Personal trauma, family conflicts, family dysfunction, and other life adjustments reflect a few of the many issues that may be addressed.	15 minute unit Maximum: Daily 12 units Based on Treatment Plan: A minimum of 12 sessions is expected. Services for more than 24 sessions, requires approval of DWI administrator	<u>Authorized practitioners:</u> Licensed Psychologist, Licensed or board eligible Psychiatrist, Clinical Psychiatric Nurse Specialist, LISW, LPCC, LMFT, LPAT, LADAC, RMHC, LMHC, LPC, LMSW.
90849		Multiple family group psychotherapy Therapy sessions for multiple families when similar dynamics are occurring due to a commonality of problems. Each family is treated as a unit and all services are billed under one admitted individual.	15 minute unit Maximum Daily= 8 units	<u>Authorized practitioners:</u> Licensed Psychologist, Licensed or board eligible Psychiatrist, Clinical Psychiatric Nurse Specialist, LISW, LPCC, LMFT, LPAT, LADAC, RMHC, LMHC, LPC, LMSW.
90853	UN=2 in group, UP=3 in group, UQ = 4 to 9 in group	Group psychotherapy (other than a multiple-family group) Psychotherapy administered in a group setting with a trained group leader in charge of individuals. Personal and group dynamics are discussed and explored in a therapeutic setting when similar dynamics are occurring due to a commonality of problems.	15 minute unit Maximum Daily: 12 units Based on Treatment Plan: A minimum of 12 sessions is expected. Services for more than 24 sessions, requires approval of DWI administrator	<u>Authorized practitioners:</u> Licensed Psychologist, Psychologist Associate licensed at masters level, Licensed or board eligible Psychiatrist, Clinical Psychiatric Nurse Specialist, LISW, LPCC, LMFT, LPAT, LADAC, RMHC, LMHC, LPC, LMSW. <u>Special Instructions:</u> • Group size should be at least two or more, but no more than 9.