

**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (ACBH)  
REQUEST FOR PROPOSAL (RFP) 19-03  
SPECIFICATIONS, TERMS & CONDITIONS  
FOR  
SPECIAL DAY CLASSES FOR OAKLAND UNIFIED SCHOOL DISTRICT**

**INFORMATIONAL MEETING/ BIDDERS' CONFERENCES**

Date	Time	Location
Tuesday, April 2, 2019	9:30am – 11:00am	Alameda County Behavioral Health Care Services Agency 1900 Embarcadero Cove, Suite 205, Oakland (Wildcat Room)
Wednesday, April 3, 2019	1:00pm – 2:30pm	Alameda County Public Works Agency Conference Room 230ABC 951 Turner Court Hayward, CA 94545

**PROPOSALS DUE**  
by 2:00 pm on Thursday, May 2, 2019  
to  
RFP 19-03 c/o Elizabeth Delph  
1900 Embarcadero Cove Suite 205  
Oakland, CA 94606

Proposals received after this date/time will NOT be accepted  
Contact: Elizabeth Delph  
Email: [elizabeth.delph@acgov.org](mailto:elizabeth.delph@acgov.org) Phone: 510-777-2146

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## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Care Services (hereafter ACBH or County) to seek proposals for the provision of five Counseling Enriched Special Day Classes (CESDC) and ten Intensive-Counseling Enriched Special Day Classes (I-CESDC) to Oakland Unified School District (OUSD) school-age children and youth to address their mental, emotional, and behavioral health issues, and/or substance abuse issues that create a barrier to their effective learning.

ACBH's Child and Young Adult System of Care (CYASOC) has partnered with OUSD, located within Alameda County, to provide Educationally Related Mental Health Services (ERMHS) to the priority population: eligible children and youth, age five through 19 years old, who fit the criteria of the service need as determined by the ERMHS assessment.

ACBH intends to award a total of 15 contracts to the Bidders selected as the most responsible, whose response conforms to the Request for Proposal (RFP), and meets the County requirements. At this time, ACBH has allocated \$4,853,830 per contract year for this on-going program through Medi-Cal Early Periodic Screening, Diagnosis, and Treatment (EPSDT), and the Mental Health Services Act (MHSA) Community Services and Supports (CSS). These funds are allocated among three program models as follows:

1. Elementary School I-CESDC - \$2,187,580
2. Elementary, Middle, and High School CESDC - \$911,250
3. Middle School and High School I-CESDC - \$1,755,000

ACBH intends to award one contract for each school site listed in the table below. Bidders may apply for more than one school but may not submit more than seven proposals in total.

RFP Panel and Process	School Site	Program Type	EPSDT	MHSA	Total
<b>Panel 1</b>	<b>Elementary I-CESDC</b>			<b>\$567,150</b>	<b>\$2,187,580</b>
					<b>\$1,620,430</b>
1a.	Think College Now (TCN) Elementary K-8	I-CESDC	\$324,086	\$113,430	\$437,516
1a.	Bridges Elementary K-8	I-CESDC	\$324,086	\$113,430	\$437,516
1b.	Howard Elementary	I-CESDC	\$324,086	\$113,430	\$437,516
1b.	Place @ Prescott Elementary	I-CESDC	\$324,086	\$113,430	\$437,516
1b.	Sequoia Elementary	I-CESDC	\$324,086	\$113,430	\$437,516

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<b>Panel 2</b>	<b>CESDC</b>			<b>\$675,000</b>	<b>\$236,250</b>	<b>\$911,250</b>
2a.	Martin Luther King Elementary	CESDC	\$135,000	\$47,250	\$182,250	
2a.	Lafayette Elementary	CESDC	\$135,000	\$47,250	\$182,250	
2b.	Roosevelt Middle	CESDC	\$135,000	\$47,250	\$182,250	
2c.	Skyline High	CESDC	\$135,000	\$47,250	\$182,250	
2c.	McClymonds High	CESDC	\$135,000	\$47,250	\$182,250	
<b>Panel 3</b>	<b>Middle and High I-CESDC</b>			<b>\$1,300,000</b>	<b>\$455,000</b>	<b>\$1,755,000</b>
3a.	Westlake Middle	I-CESDC	\$260,000	\$91,000	\$351,000	
3a.	Montera Middle	I-CESDC	\$260,000	\$91,000	\$351,000	
3b.	Oakland High	I-CESDC	\$260,000	\$91,000	\$351,000	
3b.	Castlemont High	I-CESDC	\$260,000	\$91,000	\$351,000	
3b.	Skyline High	I-CESDC	\$260,000	\$91,000	\$351,000	
<b>TOTAL</b>			<b>\$3,595,430</b>	<b>\$1,258,400</b>	<b>\$4,853,830</b>	

ACBH will administer seven separate processes for each school level (elementary, middle, or high) and program model (CESDC or I-CESDC), as indicated in the above table.

The contracts that result from this RFP process will be prorated for the fiscal year at the contract start date and will be reimbursed on a rate basis for services that are billed to Medi-Cal. MHSA-funded services will be reimbursed at cost.

Proposals shall form the basis for any subsequent awarded contract. Staffing levels and operating costs must accurately reflect the Bidder's costs for the program. ACBH reserves the right to dissolve a contract if/when awarded Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.

The County is not obligated to award any contract as a result of this RFP process. The County may, but is not obligated to, renew any awarded contract. At this time, ACBH anticipates three years of MHSA funding, beginning in FY 19/20. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBH.

## **B. BACKGROUND**

In 1986, Assembly Bill (AB) 3632 mandated that county mental health departments coordinate services to all special education students. Under this bill, local school districts were responsible for providing counseling and guidance services, and students requiring mental health services beyond the capacity of the school became the responsibility of the local county.

In November 2010, the State of California repealed AB 3632, shifting the responsibility for providing mental health services to special education students from the county to the school districts. In Alameda County, ACBH continued to partner with the local school districts' Special Education Local Planning Areas (SELPA) to coordinate the mental health services beyond the school district's capacity, with the collaboration of community-based mental health providers.

Currently, OUSD and ACBH-contracted mental health providers provide mental health services to approximately 200 students. These programs exist across the K-12 continuum and are dispersed throughout the regions of Oakland to help ensure access to a program close to students' neighborhoods.

Services provided under AB 3632 (except medication management) are now referred to as ERMHS and may include residential placement or intensive outpatient therapeutic services such as individual, group or family counseling. Through an ERMHS assessment, conducted either by CYASOC's Children's Specialized Services (CSS) or a school district staff, the student's eligibility and the types of mental health services that s/he can benefit from is determined.

For emotional and behavioral issues that specifically arise in the classroom, a student's Individual Education Plan (IEP) may recommend a CESDC placement or, depending on the student's needs, an I-CESDC placement which is more heavily staffed than a CESDC. Both are structured school-based programs designed to address the student's mental health, emotional, and behavioral issues that create a barrier to effective learning.

Through a formal RFP process between 2012 and 2014, ACBH procured services from community-based mental health providers to manage ten I-CESDC programs within OUSD. Since then, OUSD has developed a new program model that requires adjustments to the current service parameters and modalities, necessitating a new procurement process. In addition, for the past 15 years, OUSD has operated 11 of their own CESDC. As the student needs have grown and OUSD capacity decreased, OUSD would now like to re-design five of these internally-operated programs and convert them into programs run by community mental health providers. The purpose of this current RFP is to ensure that appropriate and consistent services are delivered at all 15 school sites (ten I-CESDC and five CESDC) undergoing the structural re-design.

The programs will be funded in part through EPSDT for students who are eligible for Medi-Cal. OUSD will be responsible for paying the EPSDT Local Match for students who are Medi-Cal eligible and the full cost for services rendered to students in the program who do not have Medi-Cal as their primary health insurance provider. Non-Medi-Cal billable services under these programs will be funded through MHSA CSS.

### **C. SCOPE/PURPOSE**

The goal of the CESDC and I-CESDC programs is to provide effective interventions that improve classroom dynamics and promote effective student learning, allowing educators to teach. Specifically, the goals are to:

- Increase the ability of children and adolescents to acquire new knowledge and skills in the school setting;
- Improve social-emotional functioning scores;
- Improve academic achievement, as shown by an increase in classroom participation and completion of in-class work and homework assignments;
- Be successful in less restrictive educational environments;
- Develop and maintain positive and supportive relationships with adults and peers in the school setting; and
- Continue to enhance the quality of student and family life and community functioning.

Immediate interventions give children the best opportunity to redirect problem behavior so the student can return to learning while protecting the learning environment of their classmates. The priority population is OUSD students who qualify for ERMHS I-CESDC and CESDC services. They may be Seriously Emotionally Disturbed (SED) as identified through the assessment process and an IEP.

Under these service models, OUSD educational staff are responsible for providing the academic enrichment and overall educational structure. The awarded Contractor/s will provide therapy and clinical supports, in concert with OUSD and based on each student's IEP. Working together, teachers, instructional aids, and mental health staff utilize creative, innovative approaches to engage students, especially those who have suffered difficulties and failure in previous academic experiences. OUSD and the awarded Contractor/s are expected to work as a coordinated team, incorporating regular team meetings to strategize classroom and individual student interventions to maximize positive mental health outcomes and social emotional learning.

### **D. BIDDER MINIMUM QUALIFICATIONS**

To be eligible to participate in this RFP, Bidders must successfully demonstrate in their proposal how they meet the following Bidder Minimum Qualifications:

- Have at least two years of organizational experience providing school-based mental health services to the priority population (eligible children and youth, age five through 19 years old, who fit the criteria of the service need as determined by the ERMHS assessment) within the last five years; and

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- Have at least two years of experience billing Medi-Cal through a County within the last three years.

Proposals that exceed the contract maximum amount or are unreasonable and/or unrealistic in terms of budget, as solely determined by ACBH, shall be disqualified from moving forward in the evaluation process.

ACBH shall disqualify proposals submitted with subcontractors performing any portion of the services described in this RFP.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications. ACBH will disqualify proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications, and these disqualified proposals will not be evaluated by the Evaluation Panel and will not be eligible for contract award under this RFP. ACBH has the right to accept all or part of the proposed program model at its discretion.

#### **E. SPECIFIC REQUIREMENTS**

The scope of work for awarded contracts from this RFP will include conformance with all of the following throughout the program period, as needed:

- Provide individualized mental health services, crisis intervention, case management/brokerage, along with additional support services, based on each student's IEP;
- Collaborate with OUSD administration, teachers, and instructional aides to provide a harmonious therapeutic environment for each student-client;
- Manage and retain qualified staffing team that includes the minimum staffing for each program model as detailed in Section I.C.3. Planned Staffing and Organizational Capacity;
- Conduct ongoing monitoring to ensure that staff who are providing clinical services has a valid license and has no restrictions;
- Plan for and implement continuous training and quality improvement on cultural and linguistic responsiveness;
- Employ staff with the appropriate linguistic capacity;
- Data entry in a timely manner, as instructed, using the County's electronic information management and claiming system (currently InSYST) and client progress notes (currently Clinician's Gateway);
- Complete trainings required to access County's electronic information management and claiming system and other trainings as required or requested by the County;
- Report in a timely manner, as instructed;
- Timely administration and update of age-appropriate Child Assessment of Needs and Strengths (CANS) for all clients; and
- Adhere to the following Medi-Cal, state and federal requirements, as outlined in the following section:

## 1. Medi-Cal Billing, Clinical and Quality Assurance Requirements

To implement these services successfully, providers shall demonstrate and have the capability to conduct all of the activities listed below. Bidders agree by submittal of proposal(s) that they will comply with all of the following if awarded a contract(s):

- Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies of ACBH “Clinical Documentation Standards” manual which may be found here: [http://www.acbhcs.org/providers/QA/docs/ga\\_manual/7-1\\_CLINICAL\\_DOCUMENTATION\\_STANDARDS.pdf](http://www.acbhcs.org/providers/QA/docs/ga_manual/7-1_CLINICAL_DOCUMENTATION_STANDARDS.pdf)
- Attend all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.
- Obtain and maintain a valid fire clearance from the local fire department for the program site address OR obtain a copy of the current and valid fire clearance from the program location’s property manager/owner. Upon expiration of a fire clearance, contractor shall send a copy of a new fire clearance certificate to the ACBH Quality Assurance (QA) Office. Awarded Contractor understands that they may not operate at a site without a valid fire clearance.
- Meet minimum requirements for a program site as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification: [http://www.acbhcs.org/providers/network/docs/2013/MH\\_Medi-cal\\_Program\\_Certification\\_protocol.pdf](http://www.acbhcs.org/providers/network/docs/2013/MH_Medi-cal_Program_Certification_protocol.pdf)
- Attend all ACBH sponsored trainings related to start-up and maintenance of Medi-Cal billing – see the full list of requirements in Appendix B: Medi-Cal Requirements for Service Providers and Appendix C: Setting-up Services at a New Mental Health Site;
- Follow all ACBH policies and procedures in the ACBH QA Manual: [http://www.acbhcs.org/providers/QA/ga\\_manual.htm](http://www.acbhcs.org/providers/QA/ga_manual.htm)
- Attend the monthly ACBH Clinical Quality Review Team (CQRT) group meetings for the first year of contract regardless of whether Bidder is already billing SD/MC. ACBH QA office will determine if an awarded Contractor will be exempt from CQRT requirements. CQRT requires one Licensed Practitioner of the Healing Arts (LPHA) to attend for every seven charts that are reviewed. Find the updated CQRT manual here: [http://www.acbhcs.org/providers/QA/docs/ga\\_manual/9-1\\_CQRT\\_MANUAL.pdf](http://www.acbhcs.org/providers/QA/docs/ga_manual/9-1_CQRT_MANUAL.pdf)

See the QA website for more information: <http://www.acbhcs.org/providers/QA/QA.htm>

## 2. Credentialing, Re-credentialing and Continuous Monitoring of Licenses

Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in ACBH, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize



themselves and comply with the waiver requirements posted in the ACBH QA Manual. ACBH has the right to request Contractors credential log or records and Contractor's personnel record files to verify Contractor's credentialing process and applicable credentials of staff.

### **3. Office of the Inspector General (OIG) and Other Exclusion List Background Checks – Monitoring, Oversight and Reporting**

In accordance with ACBH's Policy and Procedure on OIG and Exclusion List Background Checks – Monitoring, Oversight and Reporting and prior to contract execution, Contractor will check and verify all licensed staff for:

- NPPES
- Licenses verified no restrictions
- OIG/LEIE database
- SAM/EPLS data base
- Medi-Cal and S&I database

Contractor shall submit a list of their staff and license information to ACBH for review and validation. If there are issues, ACBH may not contract with the awarded organization. More details regarding this policy and procedure can be found on ACBH QA website: <http://www.acbhcs.org/providers/QA/memos.htm>.

### **4. Provider Enrollment**

Consistent with federal law, all providers serving Medi-Cal beneficiaries will be required to comply with Medicaid enrollment and screening requirements. Mental Health Centers are subject to the following requirements under law and providers wishing to contract with the County must comply with these requirements as a provision of the contract award.

**Upon contract award, and every five years following, providers will be screened for the following requirements:**

- Verification of provider specific enrollment requirements (accreditation, surety bonds etc.)
- Social security administration
- National plan and provider enumeration system
- National provider identifier database
- Taxpayer identification number
- Death of individual practitioners (Social security administration death master file including all eligible professionals)
- Criminal background checks
- Unscheduled or unannounced site visits (pre and post enrollment)

**On a monthly basis, providers will be rescreened to validate:**

- State license
- Health and Human Services OIG exclusion list
- Checks against the General Service Administration's Excluded Parties List System

- Checks against the Medicare Exclusion List

**The County may terminate or deny enrollment if a provider or any person with 5 percent or greater ownership interest:**

- Has been convicted of criminal offense in Medicare, Medicaid or CHIP within the past 10 years,
- Failed to comply with the new screening requirements (including background checks or failure to cooperate with required site visits),
- Did not submit accurate and timely information,
- Terminated from any Medicare, Medicaid or CHIP program after January 1, 2011,
- Falsifies information, and/or
- The County cannot verify enrollment information.

**F. BIDDER EXPERIENCE, ABILITY AND PLAN**

***1. Understanding of and Experience with Priority Population Needs***

The priority population for these services is eligible children and youth, age five through 19 years old, who fit the criteria of the service need as determined by the ERMHS assessment. These youth are often at risk for high level schools placement. Their mental health issues adversely affect their functioning at home and in school and their ability to self-regulate and thrive in traditional classrooms without intensive interventions is lacking.

CESDC and I-CESDC programs are designed for students who can benefit from participating in educational and extra-curricular activities provided on the campus with additional mental health and educational supports. This includes students who are transitioning back from a non-public school (NPS) mental health programs as well as students who, without CESDC and/or I-CESDC services, would rise to an NPS placement level.

These youth are diverse in race/ethnicity, language, gender, and socioeconomic backgrounds. The children and youth in these programs are school-aged children and adolescents covering transitional Kindergarten through 12th grade. These youth have serious mental health, behavioral and emotional challenges which have resulted in significant functional impairments impacting their academic performance. In academic settings, these youth may require frequent behavioral support and intensive interventions from educational staff and mental health support staff.

Successful Bidders will demonstrate knowledge, experience, and understanding of the needs, issues and challenges faced by the priority population, including the ERMHS-eligible population specific to each school. Bidders should identify strategies to address barriers faced by clients and demonstrate experience in supporting the priority population. The awarded Contractor/s shall also demonstrate the cultural competency required to successfully serve the priority population.

## **2. Service Delivery Approach**

These programs are designed to support students' academic, social-emotional, and behavioral needs, with the goal of eventually returning students to a less restrictive environment (LRE) as they demonstrate the ability to do so. In Oakland, a key goal for all students is service in the LRE.

The programs require:

- Initial evaluation and treatment plan development;
- Weekly individual sessions for each student as indicated in the IEP;
- Group sessions, focusing on educationally-related areas of need such as emotional regulation, social skills and conflict repair, frequency determined by IEP;
- Family outreach, therapy and consultation, at least two hours per month;
- Agency linkages and case management;
- Classroom milieu support;
- Crisis prevention and intervention;
- Participation in the IEP process, including reporting on therapeutic baselines and collaborating on accommodations and goals;
- Support and collaboration with OUSD teachers and instructional aides on social-emotional goals and strategies;
- Collaboration with OUSD teachers and instructional aides on supporting students with coping skills, de-escalation strategies, and consistent use of a classroom reward system;
- Direct support with implementation of positive behavior supports and a behavioral management system;
- When showing signs of readiness, support to students in general education content for a portion of the day with support from district or mental health aides;
- Transition support as students participate in general education in order to return to a more inclusive school setting; and
- Collection and reporting of data to demonstrate student progress relative to behavioral and social needs.

This program should also include services and supports made available through MHSA funds to provide non Medi-Cal billable services, in conjunction with the Medi-Cal services. These MHSA-funded activities can include, but not limited to:

- Supporting case carrying clinicians with initial intake and outreach to students and families prior to the Medi-Cal episode openings;
- Supporting to students who are integrated into general education settings for a portion of their day per their IEPs, which may include direct support in class or consultation with classroom teachers regarding student needs and aligned strategies;
- Supporting during Extended School Year/Summer School for the CESDC and I-CESDC programs, and providing additional support during summer months when students may or may not be enrolled in school based programs;

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- As needed, providing trainings, coaching and consultation to school site faculty and staff on strategies for de-escalation, trauma informed practices, and positive school climate work;
- Supporting students as needed with daily living skills activities as they relate to their treatment goals (i.e. coaching on organizing their school work, navigating bus schedules, job applications, and/or volunteer activities);
- Supporting students as needed in their classroom settings which may include direct support in class or consultation with classroom teachers regarding student needs and aligned strategies; and
- Family coaching and support with accessing various systems and community resources.

Bidders may select any combination of services, or they may propose other services not listed above. However, all MHSA-funded services must include each of the following three components:

- Family Supports,
- School Culture and Climate, and
- Direct supports to students.

Bidders must also provide medication support, as needed, to clients with full-scope Medi-Cal who can be served under EPSDT. Clients who do not have full scope Medi-Cal under EPSDT, shall be redirected to their health care plan for medication services.

Each student shall receive any of the services above, based on the needs of the student as determined by the IEP team. The time spent in a counseling-enriched classroom varies based on each student's IEP. Typically, students spend 50-80 percent of their school day in this setting. Class sizes range from 13 to 15 students, and a typical caseload is between seven and 15. Services shall be provided in each pre-determined school classroom, every school day, during school hours. Authorization, length of stay, and re-authorization are all determined by the student's individual IEP.

Bidders must propose a program model that will meet the needs of the students and the school. Bidders can propose additional non-Medi-Cal billable supports, providing a rationale on how each intervention is appropriate and effective.

Bidders must demonstrate a robust understanding of trauma-informed care, culturally-responsive classroom practices, and crisis prevention. Successful Bidders will have an understanding of providing milieu care, as the goal is to support students' needs in general education to the maximum extent possible based on disability impact. Related supports can include family engagement and outreach, home visits as needed, and agency linkages for transition age youth; Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ); foster youth; commercially sexually exploited children (CSEC); or other special populations.

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ACBH is seeking proposals that demonstrate the capability to provide services that are culturally and linguistically responsive, client-centered, and conducive to an academic learning environment.

**3. Planned Staffing and Organizational Capacity**

Minimum staffing requirements by program and school level are:

Elementary I-CESDC	Middle and High I-CESDC	CESDC
1.0 FTE Clinician 2.0 FTE Mental Health Support Staff	1.0 FTE Clinician 1.0 FTE Mental Health Support Staff	1.0 FTE Clinician

A prescriber’s time must also be included to accommodate those student-clients with full-scope Medi-Cal who need medication support. The Mental Health Support Staff shall include an additional LPHA or a Mental Health Rehabilitation Specialist (MHRS). Programs may not have MHRS staff only. An LPHA must be included in the program model. Services may include pre-licensed individuals in addition, but not in lieu of, one paid FTE LPHA staff person. The licensed clinician position must be comprised of one person.

The role of the clinician is to provide appropriate treatment goals and behavioral strategies that meet the students’ IEP goals. The clinician may employ various clinical techniques to target those goals and also provides guidance to educational and mental health staff to address disruptive and/or any other emotionally driven behavior immediately.

Bidders will be evaluated based on their description of their staffing plan and organizational capacity to provide the services described in this RFP. Bidders shall demonstrate their current and planned organizational infrastructure to successfully implement the program. Services shall be provided by an organization with thoughtful and appropriate operations in terms of capacity, infrastructure, staffing and hiring, with staffing practices that emphasize the ability to relate to and engage with the priority population and with their parents/guardians.

Appropriate infrastructure, staffing and hiring includes:

- Plan for hiring, training, and supporting program staff;
- Plan for providing appropriate and regular clinical supervision to program staff;
- Organizational capacity to support student-clients to meet their treatment goals;
- Organizational capacity to track and enter data into the County’s electronic information management and claiming system (currently InSYST and Clinician’s Gateway); and
- Organizational capacity or plan to build organizational capacity to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements.

OUSD is responsible for providing all academic support and appropriately credentialed staff (e.g., teachers, instructional aides or other district para-professionals). As part of the agreement to provide mental health services in school sites, OUSD will provide adequate and designated office space to service providers. Therefore, these costs should not be included in Bidders' budgets.

#### **4. Forming Partnerships and Collaboration**

The awarded Contractor shall be required to consult with school personnel to positively impact the overall school climate and culture to promote social and emotional well-being of clients and students. Service providers shall demonstrate their capability to form meaningful partnerships with school personnel and be cognizant of and adaptable to the cultures and processes within schools. The awarded Contractor/s shall participate in IEP and school meetings, as needed.

Bidders shall demonstrate their experience with and capability to form partnerships and collaborations to implement this program successfully. The awarded Contractor/s shall develop and maintain a signed Letter of Agreement (LOA) with the school site and/or school district, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided<sup>1</sup>. The awarded Contractor/s must meet with the school district staff (Special Education Teacher and Classroom Supports Staff) at least once per week to discuss student progress, challenges and strategies.

The awarded Contractor staff must also align treatment plans and subsequent interventions with IEP goals to support students' social emotional and academic growth. Additionally, the awarded Contractor/s, in collaboration with the Special Education Teacher, shall have daily community meetings with students (all students need not be present for this activity). The awarded Contractor/s will have daily staff check-ins which will include the school district staff as time permits. The awarded Contractor/s must meet quarterly with ACBH, OUSD, and all CESDC and I-CESDC providers in the district. ACBH will coordinate the quarterly meeting.

#### **5. Ability to Track Data**

The awarded Contractor/s shall track data and outcomes for the purpose of reporting and for continuous quality improvement of services. The awarded Contractor will track and report on progress against each student's IEP.

Bidders may propose benchmarks for MHSA-funded outcomes and provide rationale for requested benchmarks. All MHSA funded benchmarks and outcomes are subject to the oversight and approval by ACBH.

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<sup>1</sup> See Appendix E for current LOA language.

The awarded Contractor/s will conduct periodic, as directed by ACBH, program evaluations and report results to ACBH using an ACBH-approved template on a quarterly basis. ACBH reserves the right to determine and evaluate program measures and outcomes, and to work with the awarded Contractor/s to alter their program and outcome measures in subsequent years.

Bidders will be evaluated based on their plan for meeting program outcomes as well as their ability to track client progress.

## **II. INSTRUCTIONS TO BIDDERS**

### **A. COUNTY CONTRACTS**

All contact during the competitive RFP process shall be through the RFP contact, only.

The ACBH website <http://www.acbhcs.org/Docs/docs.htm#RFP> and the General Services Agency (GSA) website [https://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) are the official notification and posting places for this RFP and any Addenda.

The evaluation phase of the competitive process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby CSC/Evaluation Panelists during the evaluation process. Attempts by Bidders to contact CSC/Evaluation Panelists may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, as specified in the Calendar of Events to:

Elizabeth Delph  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606  
Email: [elizabeth.delph@acgov.org](mailto:elizabeth.delph@acgov.org)



**B. CALENDAR OF EVENTS**

Event	Date/Location	
Request for Proposals (RFP) Issued	March 18, 2019	
Bidder's Questions Due Written	By 5:00 pm on the day of 2 <sup>nd</sup> Bidder's Conference – ACBH strongly encourages Bidders to submit written questions earlier.	
1 <sup>st</sup> Bidders' Conference	9:30am – 11:00am Tuesday, April 2, 2019	Alameda County Behavioral Health Care Services Agency 1900 Embarcadero Cove, Suite 205, Oakland (Wildcat Room)
2 <sup>nd</sup> Bidders' Conference	1:00pm – 2:30pm Wednesday, April 3, 2019	Alameda County Public Works Agency Conference Room 230ABC 951 Turner Court Hayward, CA 94545
Addendum Issued	Wednesday, April 10, 2019	
<b>Proposals Due</b>	<b>Thursday, May 2, 2019 by 2:00pm</b>	
Review/Evaluation Period	May 3 – June 20, 2019	
Oral Interviews (as needed)	<u>Panel 1</u> : Wednesday, June 12, 2019 <u>Panel 2</u> : Monday, June 17, 2019 <u>Panel 3</u> : Thursday, June 20, 2019	
Award Recommendation Letters Issued	Thursday, June 27, 2019	
Board Agenda Date	September 2019	
Contract Start Date	September 1, 2019	

**Note:** Award Recommendation, Board Agenda and Contract Start dates are approximate. Other dates are subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, Bidder certifies that if awarded a contract Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

**C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS**

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, Bidders must meet the County's SLEB requirements in order to be considered for the contract award. These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 621330, 621420, and 624190.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

#### **D. BIDDERS' CONFERENCES**

**ACBH strongly recommends that Bidders thoroughly read the RFP prior to attending any Bidders' Conferences.** ACBH shall hold two Bidders' Conferences. Bidders' Conferences will be held to:

- Provide an opportunity for Bidders to ask specific questions about the program and request RFP clarification; and
- Provide the County with an opportunity to receive feedback regarding the program and RFP.

ACBH shall respond to written questions submitted prior to the Bidders' Conferences, in accordance with the Calendar of Events and verbal questions received at the Bidders Conferences, whenever possible at the Bidders' Conferences. ACBH shall address all questions and include the list of Bidders' Conferences attendees in an Addendum following the Bidders Conferences in accordance with the Calendar of Events section of this RFP.

Bidders are not required to attend the Bidders' Conferences. However, attendance to at least one Bidders' Conference is strongly encouraged in order to receive information to assist Bidders in formulating proposals.

Failure to participate in a Bidders' Conference shall in no way relieve the Bidder from furnishing program and services requirements in accordance with these specifications, terms and conditions and those released in any Addenda.

#### **E. SUBMITTAL OF PROPOSALS/BIDS**

1. All proposals must be SEALED and received by ACBH **no later than 2:00 pm on the due date and location specified on the RFP cover and Calendar of Events in this RFP.** ACBH cannot accept late and/or unsealed proposals. If hand delivering proposals, please allow time for parking and entry into building.

ACBH shall only accept proposals at the address and by the time indicated on the RFP cover and in the Calendar of Events. Any proposals received after said time and/or date or at a place

other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened.

All proposals, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated delivery address prior to the time designated. ACBH's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bidders must submit proposals which clearly state Bidder and RFP name. Proposals shall include:
  - a. One original hard copy proposal in a three-ring binder, with original ink signatures. Original proposal is to be clearly marked on the cover (it should be clear who the Bidder is on the front of the binder);
    - The original proposal must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. A signed statement by either the Executive Director or the Board President on an agency letterhead will meet this requirement.
  - b. Seven copies of proposal. Copies must be unbound without a three-ring binder.
  - c. Enclosed with the hard copy include, a USB flash drive clearly marked with the Bidder and RFP name with the following saved on it:
    - An electronic copy of the proposal, saved with Bidder's name;
    - An electronic Excel copy of the completed Exhibit B-1 Program Budget, saved with the Bidder's name.

The County requests that all proposals submitted shall be printed double-sided and on minimum thirty percent post-consumer recycled content paper.<sup>2</sup>

Bidders shall ensure that proposals are:

- Single spaced
- Maximum 1 inch margins
- 11-point Arial font
- Conform to the maximum page limits of **24 pages**

3. **The County will not consider telegraphic, electronic or facsimile proposals.**
4. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of proposal.
5. Submitted proposals shall be valid for a minimum period of eighteen months.
6. All costs required for the preparation and submission of a proposal shall be borne by Bidder.

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<sup>2</sup> Inability to comply with this recommendation will have no impact on the evaluation and scoring of proposals.

7. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).
8. All other information regarding proposals shall be held as confidential until such time as the CSC/Evaluation Panel has completed their evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive mailed intent to award/non-award notification, which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the ACBH website.
9. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

**F. RESPONSE FORMAT/PROPOSAL RESPONSES**

Bidders shall use the provided MS Word Bid Response Template to address and complete your proposals. The person(s) administering the competitive process will review each proposal for completeness against the RFP requirements and ensure that responses conform to a **total page maximum of twenty-four (24)**. Bidders cannot submit non-material documents after the proposal due date, in order to complete their proposal. Proposals with any missing items of submittals as outlined in the RFP and any Addenda shall be deemed incomplete and may be rejected.

**Proposals shall be complete, substantiated, concise and specific to the information requested. Any superfluous and unrequested material submitted with the bid will be removed and will not be viewed by the Evaluation Panel. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at ACBH' sole discretion.**

**Table 1**  
 The proposal sections, instructions and page maximums are contained in Table 1. **Proposal shall not exceed twenty-four (24) pages excluding Exhibits and Attachments.**

Section	Instructions	Suggested Page Max.
<b>1. TITLE PAGE</b>	Use the Bid Response Template to complete and submit the following information: <ul style="list-style-type: none"> <li>• Bidder Organization Name;</li> <li>• Bidder Organization’s Headquarter Address;</li> <li>• Name of Executive Director or Equivalent including title, phone number, and email; and</li> <li>• Name of Contact Person including title, phone number, and email.</li> </ul>	1
<b>2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>	Review, complete, and submit the requested information included as <b>Exhibit A</b> Bidder Information and Acceptance form with your bid.	N/A
<b>3. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY</b>	Use the Bid Response Template to complete and submit a synopsis of the highlights and benefits of each proposal.	1
<b>4. BIDDER MINIMUM QUALIFICATIONS AND SPECIFIC REQUIREMENTS</b>	Use the Bid Response Template to describe and demonstrate how Bidder meets all of the criteria: <ul style="list-style-type: none"> <li>• Have at least two years of organizational experience providing school-based mental health services to the priority population within the last five years;</li> <li>• Have at least two years of experience billing Medi-Cal through a County within the last three years.</li> </ul>	2
<b>5. ORGANIZATIONAL CAPACITY AND REFERENCE</b>	<u><b>Supply Organizational Capacity and Reference sections a. and b. in the original proposal only.</b></u>	N/A

Section	Instructions	Suggested Page Max.
	<p><b>a. Debarment and Suspension</b></p> <p>Bidders, its principal and named subcontractors must not be identified on the list of Federally debarred, suspended or other excluded parties located at the following databases:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></li> <li>• <a href="https://exclusions.oig.hhs.gov/">https://exclusions.oig.hhs.gov/</a></li> <li>• <a href="https://files.medical.ca.gov/pubsdoco/SandIlanding.asp">https://files.medical.ca.gov/pubsdoco/SandIlanding.asp</a></li> <li>• <a href="https://www.ssdmf.com">https://www.ssdmf.com</a></li> </ul>	N/A
	<p><b>b. References</b></p> <p>Use the Bid Response Template to provide three current and three former references that Bidder worked with on a similar scope, volume and requirements to those outlined in this RFP. Bidders must verify that the contact information for all references provided is current and valid. <b>Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.</b></p> <p>The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.</p> <p><b>Do not include ACBH staff as references.</b> Provide a list of <u>six (6)</u> total references – three (3) current and three (3) former, please provide the following:</p> <ul style="list-style-type: none"> <li>• Company Name</li> <li>• Reference Name</li> </ul>	2

Section	Instructions	Suggested Page Max.
	<ul style="list-style-type: none"> <li>• Address</li> <li>• Phone number</li> <li>• E-mail address</li> <li>• Services Provided/Date(s) of Service</li> </ul>	
<b>6. BIDDER EXPERIENCE, ABILITY AND PLAN</b>	Use the Bid Response Template to complete and submit the information below.	N/A
	<b>a. Describe, in detail, Bidder’s Understanding of and Experience with the Priority Population Needs</b> including:	(3)
	<b>i. Bidder’s understanding of the priority population, including:</b> <ol style="list-style-type: none"> <li>1. Behavioral, academic, socio-economic, and cultural/linguistic needs, issues and challenges;</li> <li>2. Risk factors and barriers; and</li> <li>3. School-specific population and community needs, as related to school culture and climate.</li> </ol>	1
	<b>ii. Bidder’s experience working with the priority population, including:</b> <ol style="list-style-type: none"> <li>1. Providing services to the priority population;</li> <li>2. Developing and implementing strategies for addressing the mental health barriers faced by the priority population;</li> <li>3. Designing culturally competent, trauma-informed and family driven services; and</li> <li>4. Providing mental health services in a school-based setting.</li> </ol>	2
	<b>b. Describe in detail, Bidder’s Service Delivery Approach,</b> including:	(4)
	<b>i. Bidder’s plan to provide supports, including:</b>	2



Section	Instructions	Suggested Page Max.
	<ol style="list-style-type: none"> <li>1. Proposed menu of supports (both Medi-Cal and MHSA-funded) and how these work together to support the students' IEP goals and incorporate all three components (family supports, school cultures, and direct supports to students).</li> </ol>	
	<ol style="list-style-type: none"> <li><b>i. Bidder's plan to deliver services to clients, including:</b> <ol style="list-style-type: none"> <li>1. How services will be trauma-informed, culturally and linguistically responsive, client-centered, and conducive to a learning environment;</li> <li>2. Plan to deliver crisis intervention, milieu care, and medication support; and</li> <li>3. What a CESDC or I-CESDC day might look like, including related supports.</li> </ol> </li> </ol>	2
	<b>c. Describe, in detail, Bidder's Planned Staffing and Capacity, including:</b>	(3)
	<ol style="list-style-type: none"> <li><b>i. Roles and responsibilities of program staff, including:</b> <ol style="list-style-type: none"> <li>1. Plan for program staffing including staff positions, staff education and/or experience, language capacity, roles, responsibilities, and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff;</li> <li>2. Plan for hiring, training, supervising, and retaining staff that incorporates staff's capacity to relate to and engage with the priority population and with their parents/guardians; and</li> <li>3. Plan for clinical supervision and oversight of proposed program components.</li> </ol> </li> </ol>	2
	<ol style="list-style-type: none"> <li><b>ii. Bidder's planned organizational infrastructure, including:</b> <ol style="list-style-type: none"> <li>1. Capacity or plan to track and enter data following County requirements; and</li> <li>2. Capacity or plan to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements.</li> </ol> </li> </ol>	1

Section	Instructions	Suggested Page Max.
	<p><b>d.</b> Describe, in detail, Bidder’s experience in <b>Forming Partnerships and Collaboration</b>, including:</p> <ol style="list-style-type: none"> <li>1. Experience building and sustaining a classroom team that can address the educational and mental health needs of the priority population;</li> <li>2. Experience expanding the team concept to other school partners, e.g., school site administration, Special Education administrative staff, mainstream (General Education) teachers, and other mental health providers on site;</li> <li>3. Experience forming productive school-based collaborations; and</li> <li>4. Experience with and strategies to adapt to school-specific cultures and processes.</li> </ol>	(2)
	<p><b>e.</b> Describe, in detail, <b>Bidder’s Experience and Plan to Track Data and Outcomes</b>, including Bidder’s plan for collecting data specified in this RFP and tracking outcomes for quality improvement, including:</p> <ol style="list-style-type: none"> <li>1. Experience with data collection, tracking, and reporting including data tracking tools or systems. Include examples of how data and outcomes information has been used for quality and performance improvement; and</li> <li>2. Plan for monitoring progress against each IEP, including proposed benchmarks for MESA-funded outcomes and rationale.</li> </ol>	(1)
	<b>Budget and Budget Narrative</b>	(2)
<b>7. COST</b>	<p><b>Budget</b></p> <p><b>a.</b> Cost-Coefficient – Bidder does not need to submit anything additional for this.</p> <p><b>b.</b> Complete and submit one <b>BUDGET WORKBOOK</b> (saved in Excel). See Budget Instructions tab. Complete and submit all worksheets in the Workbook.</p>	N/A

Section	Instructions	Suggested Page Max.
	<p><b>c.</b> Provide a detailed Budget Narrative to explain the costs and calculations in the budget. The narrative must match the budget, and be aligned with the requirements of this RFP. Narrative should explain how calculations were made on the following line items:</p> <ul style="list-style-type: none"> <li>• Required Staffing</li> <li>• Salaries and Benefits</li> <li>• Operating Expenses</li> <li>• Administrative and/or Indirect Costs</li> </ul>	2
<p><b>8. IMPLEMENTATION SCHEDULE AND PLAN</b></p>	<p><b>a.</b> Bidder's <b>Implementation Schedule and Plan</b> with due dates around the following activities:</p> <ul style="list-style-type: none"> <li>• Hiring and training</li> <li>• School coordination</li> <li>• Parent and family engagement</li> </ul>	1
	<p><b>b.</b> Bidder's identification and strategies for mitigation of risks and barriers, which may adversely affect program implementation.</p>	2
<p><b>EXHIBITS AND ATTACHMENTS</b></p>	<p><b>EXHIBIT C: INSURANCE REQUIREMENTS</b></p>	N/A
	<p><b>EXHIBIT D: EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS</b></p>	N/A
	<p><b>SLEB PARTNERING SHEET</b></p>	N/A

**G. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Bidder Minimum Qualifications, Completeness of Response, Conformance to Page Limitations, and Debarment and Suspension) shall be evaluated by the CSC/Evaluation Panel. The CSC/Evaluation Panel may be composed of County staff and other individuals who may have expertise or experience in the RFP content. The CSC/Evaluation Panel shall score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals for recommendation shall be within the sole judgment and discretion of the CSC/Evaluation Panel.

All contact during the evaluation phase shall be through the ACBH contact person only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC/Evaluation Panel may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the minimum qualifications and requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, shall be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

ACBH will hold seven separate County Selection Committee (CSC)/Evaluation Panel for each school level and program model, as detailed in Section 1A. All bids under each school level and program model will be evaluated as separate processes.

As a result of this RFP, the County intends to award up to 15 contracts to responsible Bidders whose response conforms to the RFP and whose proposal presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidders that demonstrate the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced proposal.

The basic information that each proposal section should contain is specified in section II. F. These specifications should be considered as requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed in II. F. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below shall be used in ranking and determining the quality of proposals. Proposals shall be evaluated according to each Evaluation Criteria and scored on a

zero to five-point scale shown in Table 2. The scores for all the Evaluation Criteria shall be added according to their assigned weight, as shown in Table 3, to arrive at a weighted score for each proposal. A proposal with a high weighted total shall be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any program is five hundred fifty (550) points including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, and oral interview.

If the two-stage approach is used, the three Bidders that receive the highest preliminary scores and with at least 200 points shall be invited to participate in an oral interview. Only the Bidders meeting the short list criteria shall proceed to the next stage. All other Bidders shall be deemed eliminated from the process. All Bidders shall be notified of the short list participants; however, the preliminary scores at that time shall not be communicated to Bidders.

The zero to five-point scale range is defined in Table 2.

**Table 2**

Score	Label	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score shall result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This shall be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The evaluation criteria and respective weights for this RFP are contained in Table 3.

**Table 3**

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
1. TITLE PAGE	Reviewed for completeness	Complete/Incomplete	Pass/Fail
2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE			
3. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY			
4. BIDDER MINIMUM QUALIFICATIONS	<ul style="list-style-type: none"> <li>Have at least two years of organizational experience providing school-based mental health services to the priority population within the last five years;</li> <li>Have at least two years of experience billing Medi-Cal through a County within the last three years.</li> </ul>	<p>Meets/Does Not Meet Minimum Qualification</p> <p>Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete. Additionally, bid responses that do not conform to the page limitations in Table 1, will be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	
5. ORGANIZATIONAL CAPACITY AND REFERENCES	<p>a. Debarment and Suspension</p>	<p>To be considered for contract award, the Bidder and its principal may not be identified on the list of Federally debarred, suspended or other excluded parties located in the following databases:</p> <ul style="list-style-type: none"> <li><a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></li> <li><a href="https://exclusions.oig.hhs.gov/">https://exclusions.oig.hhs.gov/</a></li> <li><a href="https://files.medical.ca.gov/pubsdoco/Sandllanding.asp">https://files.medical.ca.gov/pubsdoco/Sandllanding.asp</a></li> </ul>	Pass/Fail

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
	<p><b>b.</b> ACBH will accept only non-ACBH references. ACBH will check <b>references</b> for Bidders placed on the shortlist and ask the references standard questions, which will be evaluated by the Evaluation Panel.</p>	<ul style="list-style-type: none"> <li>• <a href="https://www.ssdmf.com">https://www.ssdmf.com</a></li> </ul> <p>How do the Bidder's references respond to the following:</p> <ul style="list-style-type: none"> <li>• Bidder's capacity to perform the services as stated;</li> <li>• Areas in which Bidder did well and areas in which bidder could have improved (if applicable);</li> <li>• Communication and responsiveness, reporting and invoicing, training, customer service, compliance with program, legal, and/or funding requirements, documentation and reliability on a scale of one to five;</li> <li>• Whether the project was completed on time and on budget;</li> <li>• Capacity and ability to meet program or contract deliverables;</li> <li>• Understanding of the project and need;</li> <li>• Collaboration and ability to work as a team;</li> <li>• References' overall satisfaction with Bidder;</li> <li>• References' comfort with recommending the Bidder to Alameda County;</li> <li>• Whether Bidder would be used again by Reference; and</li> <li>• Any other information that would assist in Alameda County's' work with the Bidder.</li> </ul>	6
<p><b>6. BIDDER EXPERIENCE, ABILITY AND PLAN</b></p>	<p><b>a.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under the <b><i>Understanding of the Priority Population Needs.</i></b></p>		(16) Section Subtotal
	<p><b>i. Understanding of the Priority Population</b></p>	<p>How well does Bidder demonstrate understanding of the priority population including:</p> <ul style="list-style-type: none"> <li>• Behavioral, academic, socio-economic, and cultural/linguistic needs, issues and challenges?</li> </ul>	8

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
		<ul style="list-style-type: none"> <li>• Risk factors and barriers?</li> <li>• School-specific population and community needs, as related to school culture and climate?</li> </ul>	
	<p><b>b.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under the <b><i>Experience with the Priority Population.</i></b></p>		
	<p><b>ii. Experience with Priority Population</b></p>	<p>How well does Bidder demonstrate experience working with the priority population including:</p> <ul style="list-style-type: none"> <li>• Providing services to the priority population?</li> <li>• Developing and implementing strategies for addressing the mental health barriers faced by the priority population?</li> <li>• Designing culturally competent, trauma-informed and family driven services?</li> <li>• Providing mental health services in a school-based setting?</li> </ul>	8
	<p><b>c.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under the <b><i>Service Delivery Approach.</i></b></p>		(18) Section Subtotal
	<p><b>i. Proposed Supports</b></p>	<ul style="list-style-type: none"> <li>• How well-matched is Bidder’s proposed menu of supports (both Medi-Cal and MHSA funded) and how well do these work together to support the students’ IEP goals?</li> </ul>	9
	<p><b>ii. Plan to Provide Services</b></p>	<p>How well-matched is Bidder’s plan to provide services, including:</p> <ul style="list-style-type: none"> <li>• How services will be trauma-informed, culturally and linguistically responsive, client-centered, and conducive to a learning environment?</li> </ul>	9



RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
		<ul style="list-style-type: none"> <li>Plan to deliver crisis intervention, milieu care, and medication support?</li> <li>What a CESDC or I-CESDC day might look like, including related supports?</li> </ul>	
	<p><b>d.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under the <b><i>Planned Staffing and Organizational Infrastructure.</i></b></p>		<p>(16) Section subtotal</p>
	<p><b>i. Planned Staffing Structure</b></p>	<ul style="list-style-type: none"> <li>How appropriate is proposed plan for program staffing including staff positions, staff education and/or experience, language capacity, roles, responsibilities, and supervision structure?</li> <li>How well does Bidder identify tasks necessary to provide program services? How well does Bidder describe how tasks will be assigned to staff?</li> <li>How well matched is Bidder's plan for hiring, training, supervising, and retaining staff? How well does this plan incorporate staff's capacity to engage with the priority population and with their parents/guardians?</li> <li>How appropriate is Bidder's plan for supervision and oversight of proposed program components?</li> </ul>	<p>8</p>
	<p><b>ii. Capacity and Organizational Infrastructure</b></p>	<p>How well does Bidder describe its organizational infrastructure, and how well-matched to the proposed services is this infrastructure, including:</p> <ul style="list-style-type: none"> <li>How program services will be integrated into Bidder's existing organizational structure and services? How well does Attachment 1 reflect this?</li> <li>Bidder's capacity or plan to track and enter data following County requirements?</li> </ul>	<p>8</p>

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
		<ul style="list-style-type: none"> <li>Bidder’s capacity or plan to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements?</li> </ul>	
	<p><b>e.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under <b>Forming Partnerships and Collaboration.</b></p>		<p>(8) Section subtotal</p>
	<p><b>i. Partnerships and Collaboration</b></p>	<p>How well does Bidder describe its experience forming partnerships and collaborations, including:</p> <ul style="list-style-type: none"> <li>Experience building and sustaining a classroom team that can address the educational and mental health needs of the priority population?</li> <li>Experience expanding the team concept to other school partners, e.g., school site administration, Special Education administrative staff, mainstream (General Education) teachers, and other mental health providers on site?</li> <li>Experience forming productive school-based collaborations?</li> <li>Experience with and strategies to adapt to school-specific cultures and processes?</li> </ul>	<p>8</p>
	<p><b>f.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under <b>Tracking Data and Outcomes.</b></p>		<p>(4) Section subtotal</p>

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
	<b>ii. Track Data and Outcomes</b>	<ul style="list-style-type: none"> <li>How well does Bidder demonstrate experience with data collection and electronic data and/or tracking systems?</li> <li>How appropriate is plan for monitoring progress against each IEP, including proposed benchmarks for MHSA-funded outcomes and rationale?</li> </ul>	4
<b>7. COST</b>	The Evaluation Panel will review the Exhibit B-1 Budget Workbook and the Budget Narrative and assign a score based on how Bidder's proposed program budget aligns with the requirements of the RFP which will become the total score under the Cost. The Cost-Coefficient is scored by applying the standard County formula.		(10)
	<b>i. Cost Co-Efficient</b>	<ul style="list-style-type: none"> <li>Low bid divided by low bid x 5 x weight = points <i>For example:</i> <math>\\$100,000 / \\$100,000 = 1 \times 5 \times 5 = 25 \text{ points}</math></li> <li>Low bid divided by second lowest bid x 5 x weight = points</li> <li>Low bid divided by third lowest bid x 5 x weight = points</li> <li>Low bid divided by fourth lowest bid x 5 x weight = points</li> </ul>	2
	<b>ii. Budget</b> <b>iii. Budget Narrative</b>	<ul style="list-style-type: none"> <li>How well-matched is Bidder's budget to the proposed program?</li> <li>How well does the budget capture all activities and staff proposed in the Budget?</li> <li>How well does Bidder allocate staff and resources?</li> <li>How appropriate are the staffing and other costs?</li> <li>How much value does the proposal add considering the cost of the program, expected outcomes and the number of clients served?</li> <li>How well does the narrative detail how Bidder arrived at particular calculations?</li> <li>How well does Bidder "show the work"?</li> </ul>	8

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
<b>8. IMPLEMENTATION SCHEDULE AND PLAN</b>	The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under <b>Implementation Plan and Schedule.</b>		(12)
	<b>i. Implementation Plan</b>	<ul style="list-style-type: none"> <li>• How detailed and specific is Bidder's response?</li> <li>• How realistic does Bidder account for timeline to complete each specified milestone? Milestones include: <ul style="list-style-type: none"> <li>○ Hiring</li> <li>○ School coordination</li> <li>○ Parent and family engagement</li> </ul> </li> </ul>	6
	<b>ii. Identification and Strategies for Mitigation of Risks and Barriers</b>	<ul style="list-style-type: none"> <li>• How thorough, thoughtful, and realistic is Bidder's identification of challenges and barrier mitigation strategies?</li> <li>• How well does Bidder assess barriers?</li> <li>• How creative and solution-oriented are Bidder's strategies?</li> </ul>	6
<b>EXHIBITS</b>	Exceptions, Clarifications and Amendments	Complete/Incomplete Meets Minimum Requirements/ Fails to Meet Minimum Requirements	N/A
<b>ORAL INTERVIEW, IF APPLICABLE</b>	Criteria are created with the CSC/Evaluation Panel.		10
<b>PREFERENCE POINTS, IF APPLICABLE</b>	SLEB		Five Percent (5%)
	Local (not SLEB certified)		Five Percent (5%)

## **H. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder (“Contractor”), the CSC and/or other persons designated by the County may meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFP and (b) whether any problems or potential problems are evidenced which make it unlikely (even with possible modifications) that the proposed program and services will meet the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractors’ performance under any awarded contract as contracted for therein, the Contractor shall be notified of contract termination effective forty-five (45) days following notice. The County shall have the right to invite the next highest ranked Bidder to enter into a contract.

**The County also reserves the right to re-bid these programs if it is determined to be in its best interest to do so.**

### **I. AWARD**

1. Proposals evaluated by the CSC/Evaluation Panel shall be ranked in accordance with the RFP section II.G. of this RFP.
2. The CSC shall recommend award of each contract to the Bidder who, in its opinion, has submitted the proposal that best conforms to the RFP and best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be recommended or made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal that contains false or misleading information may be disqualified by the County.
5. The County reserves the right to award to multiple Contractors.
6. The County has the right to decline to award a contract in whole or any part thereof for any reason.
7. BOS approval to award a contract is required.

8. A contract must be negotiated, finalized, and signed by the intended awardee prior to BOS approval.
9. Final terms and conditions shall be negotiated with the Bidder recommended for award. The successful Bidder may request a copy of the Master Agreement template from the ACBH RFP contact. The template contains the agreement boilerplate language only.
10. The RFP specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

**J. PRICING**

Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

**K. INVOICING**

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County purchase order (PO) number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

**L. NOTICE OF INTENT TO AWARD**

At the conclusion of the proposal evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail, fax, or US Postal Services mail of the contract award

recommendation, if any, by ACBH. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award shall provide the following information:

- The name of the Bidder being recommended for contract award; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder's proposal.

- Under no circumstances shall any discussion be conducted with regard to contract negotiations with the recommended /successful Bidder.
- Debriefing may include review of the recommended/ successful Bidder's proposal/s with redactions as appropriate.

All submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

**M. TERM/TERMINATION/RENEWAL**

The term of the contract, which may be awarded pursuant to this RFP, will be one year and may be renewed thereafter, contingent on the availability of funds, Contractor's performance, continued prioritization of the activities and priority populations, as defined and determined by ACBH.

### III. APPENDICES

#### A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHCS and Contractor.
ACBH	Alameda County Behavioral Health Care Services, a department of the Alameda County Health Care Services Agency.
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFP.
Board	Shall refer to the County of Alameda Board of Supervisors.
Client	The recipient of services; used interchangeably with beneficiary and consumer.
Consumer	The recipient of services; used interchangeable with beneficiary and consumer.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
Coordination of Services Team (COST)	The multi-disciplinary team of school-based service providers.
Counseling Enriched and Intensive Counseling Enriched Special Day School (CESDC and I-CESDC)	Structured school-based programs designed to address the student's mental health, emotional, and behavioral issues that create a barrier to effective learning.
County	When capitalized, shall refer to the County of Alameda.
Educationally Related Mental Health Services (ERMHS)	Previously referred to as AB 3632. These are services provided to a student, within their IEP, whose behavioral and emotional needs are documents to be more intense in frequency, duration or intensity, affect their ability to benefit from their special education program and are manifested in school, at home and in the community.
Early and Periodic Screening, Diagnosis and Treatment (EPSDT)	Settlement of lawsuit against the state in 1995 expanded Medi-Cal services to beneficiaries less than 21 years of age needing specialty mental health services to correct or ameliorate mental illness (Federal Medicaid/California Medi-Cal).
Federal	Refers to United States Federal Government, its departments and/or agencies.
Full Time Equivalent (FTE)	A budgetary term used to describe the number of total hours worked divided by the maximum number of compensable hours in a full-time schedule as defined by law. For example, if the normal schedule for a staff person is 40 hours per week (40*52 weeks—4 weeks for



## SPECIAL DAY CLASSES FOR OAKLAND UNIFIED SCHOOL DISTRICT RFP #19-03

	vacation=1,920). Someone working 1,440 hours during the year represents $1,440/1,920=.75$ FTE.
Individual Education Plan (IEP)	A written document developed for each public school child who is eligible for special education and is designed to meet a child's unique learning needs. It is created through a team effort and reviewed at least once a year.
Least Restrictive Environment (LRE)	For children receiving special education services, to spend time in the LRE means spending as much time as possible with children who are not receiving special education.
Letter of Agreement (LOA)	An agreement between two parties outlining roles and responsibilities, collaboration, and communication regarding services being provided.
Licensed Practitioner of the Healing Arts (LPHA)	Licensed clinical staff (MD, PhD, MFT, LCSW) and staff who are registered with the California Board of Behavioral Sciences, usually registered MFT/ASW interns; psychologists who are waived by the State to provide services; and Master's level clinical nurse specialists who have national or state license to practice independently.
Mental Health Services	Individual, family or group services or interventions that are designed to provide information on mental health issues, reduction of mental disability and/or improvement or maintenance of functioning.
Mental Health Services Act (MHSA)	Proposition 63, also known as the Mental Health Services Act, passed by the California voters in November 2004. The MHSA provides funding to counties to expand mental health services to those who are unserved or underserved.
Milieu Care	The practice of considering every aspect of a child's experience to be potentially therapeutic.
Non-Public School (NPS)	Specialized private schools that provide services to public school students with disabilities pursuant to an IEP.
Outcomes	The extent of change in attitudes, values, behaviors, or conditions between baseline measurement and subsequent points of measurement. Depending on the nature of the intervention and the theory of change guiding it, changes can be short, intermediate, and longer-term outcomes.
Proposal	Shall mean Bidder's response to this RFP; used interchangeably with bid.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Proposal (RFP)	Shall mean this document, which is the County of Alameda's request for proposal to provide the services being solicited herein; also referred herein as RFP.
Response	Shall refer to Bidder's proposal submitted in reply to RFP.

Serious Emotional Disturbance (SED)	A group of psychiatric disorders in children and adolescents which cause severe disturbances in behavior, thinking and feeling. Generally, children and adolescents have two to four diagnoses.
SLEB	Small Local Emerging Business
Special Education Local Planning Areas (SELPA)	Per State mandate, provides county-wide regional coordination and leadership in special education to insure compliance with state and federal laws relating to students with disabilities.
State	Refers to State of California, its departments and/or agencies.

## **B. BID SUBMISSION CHECKLIST**

### ***BID SUBMISSION CHECKLIST***

All of the specific documentation listed below is required to be submitted with the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. Proposal Narrative**
  - a. Bidder Information and Acceptance:**

Every Bidder must select one box under Item 10 of Exhibit A Bidder Information and Acceptance Form and must fill out and submit a **signed** page of Exhibit A.
  - b. Bidder Minimum Qualifications:**

Every Bidder must demonstrate how Bidders meet all of the criteria.
  - c. References:**

Bidders are to provide a list of three current and three former references. If unable to provide the stated number of references, include justification in your bid submission as a separate attachment. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
- 2. Exhibit B-1: Budget:**

Bidders must complete all tabs in the budget workbook.
- 3. SLEB Partnering Information Sheet:**

Every bidder must fill out and submit a signed SLEB Partnering Information Sheet in the Bid Response Template, indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
- 4. Exhibit D: Exceptions, Clarifications, Amendments:**

Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP. This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template in Exhibit A – Bid Response Packet.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

- 5. Original Proposal:**  
One original hard copy of the proposal in a three-ring binder with original signatures. Original proposal is to be clearly marked on the cover.
  
- 6. Copies of Proposal:**  
Seven copies of the proposal. Copies must be unbound without a three-ring binder.
  
- 7. Electronic copy of Proposal:**  
Enclosed with the hardcopy of the proposal, include a USB flash drive clearly marked with the Bidder and RFP name and with the following saved on it:
  - An electronic copy of the proposal, saved with the Bidder's name;
  - An electronic copy of the completed Exhibit B-1 Program Budget, saved in MS Excel with the Bidder's name.

## **C. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

### **Bidder Information and Acceptance**

1. The undersigned declares that the proposal documents, including, without limitation, the RFP, Addenda and Exhibits have been read and accepted.
2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFP's specifications, terms & conditions.
3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.
4. The undersigned also agrees to follow the Bid Protests / Appeals Process.

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the proposal process or the recommendation to award a contract for these programs once the Notices of Intent to Award/Non-Award have been issued.

The following describes two separate processes: Bid Protests and Appeals. Bid Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award shall not be accepted by the County.

Bid Protests from any Bidder related to this RFP must be submitted in writing to the ACBH Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, before 5:00 p.m. of the **fifth (5<sup>th</sup>)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, not the date it is received by the Bidder**. Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest must contain a complete statement of the reasons and facts for the protest.
- The Bid Protest shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- ACBH shall transmit a copy of the Bid Protest to all Bidders as soon as possible after receipt of the protest.

Upon receipt of written Bid Protest, the ACBH Director, or designee shall review and evaluate the protest and issue a written decision. The ACBH Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the

protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as determined appropriate by the ACBH Director) to discuss the Bid Protest. The decision on the proposal protest shall be issued at least ten (10) business days prior to the date the Board is considering the recommendation and award of contract.

The decision on the Bid Protest shall be communicated by e-mail, fax, or US Postal Service mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to Award is going to change. A copy of the decision shall be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid Protest if a decision on the Bid Protest could have resulted in the Bidder not being the recommended successful Bidder on the RFP.

The decision of the ACBH Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the ACBH Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the ACBH Director's Bid Protest decision. **All Appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the ACBH Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.

- The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
- In reviewing Appeals, the OCCR shall not re-judge the proposals. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
- The Appeal to the OCCR also shall be limited to the grounds raised in the original Bid Protest and the decision by the ACBH Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
- The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- The decision of the Auditor-Controller's OCCR is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCCR shall be furnished to the protestor, the Bidder whose proposal is the subject of the Bid protest, and all Bidders affected by the decision.

The County shall complete the Bid Protest/Appeal procedures set forth in this before a recommendation to award the contract is considered by the Board of Supervisors.

The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid Protest and Appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code Claim or legal proceedings.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

- **Debarment / Suspension Policy:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>
- **Iran Contracting Act (ICA) of 2010:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>
- **General Environmental Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm>
- **Small Local Emerging Business Program:**  
<http://acgov.org/auditor/sleb/overview.htm>
- **First Source:** <http://www.acgov.org/auditor/sleb/sourceprogram.htm>
- **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
- **General Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>
- **Proprietary and Confidential Information:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

6. The undersigned also acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated proposal documents.

7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a proposal, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Bidders who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bidder Information and Acceptance, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

10. The undersigned also acknowledges **ONE** of the following. Please check only one box.

- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**
- Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) months business residency, identifying the name of the bidder and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

<b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>			
Official Name of Bidder			
Street Address Line 1			
Street Address Line 2			
City		State	Zip
Webpage			
Type of Entity/Organizational Structure	<input type="checkbox"/> Corporation		<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Limited Liability Partnership		<input type="checkbox"/> Partnership
	<input type="checkbox"/> Limited Liability Corporation		<input type="checkbox"/> Non-Profit / Church
	<input type="checkbox"/> Other		
Jurisdiction of Organizational Structure			
Date of Organizational Structure		Federal Tax ID Number	
Name		Title	
Phone Number		Fax Number	
Email			
Signature		Title	
Dated this	day of		20



**D. SLEB PARTNERING INFORMATION SHEET**

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below. Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b> SLEB BIDDER Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
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<input type="checkbox"/> <b>BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____</b> SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
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**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **E. EXHIBIT C: INSURANCE REQUIREMENTS**

Insurance certificated are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements state din the RFP, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

**\*\*\*SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS\*\*\***

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<b>Employee Dishonesty and Crime</b>	Value of Cash Advance
<b>F</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall be endorsed to name as additional insured:: County of Alameda, its Board of Supervisors, Oakland Unified School Districts, their respective Boards or Councils, the individual members thereof, and all County and School officers, agents, employees and volunteers and representatives. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Alameda County - ACBH, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606</li> </ul> </li> </ol>	

**F. EXHIBIT D: EXCEPTIONS, CLARIFICATIONS, AMEDMENTS**

*This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on this page of the Exhibit A – Bid Response Packet. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.*

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated proposal, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Reference to			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Print additional pages as necessary

## **G. MEDI-CAL BILLING, CLINICAL AND QUALITY ASSURANCE REQUIREMENTS**

To implement the services included in this RFP successfully, and make program sustainable through Medi-Cal billing, awarded Contractor shall participate in ACBHCS Quality Assurance trainings in the first two Fiscal Years of program implementation in order to build capacity to conduct all of the activities listed below. Bidders agree by submittal of proposal(s) that they will comply with all of the following in the third FY of the contract award:

- Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies of ACBHCS “Clinical Documentation Standards” manual which may be found here: [http://www.acbhcs.org/providers/QA/docs/ga\\_manual/7-1\\_CLINICAL\\_DOCUMENTATION\\_STANDARDS.pdf](http://www.acbhcs.org/providers/QA/docs/ga_manual/7-1_CLINICAL_DOCUMENTATION_STANDARDS.pdf)
- Attend all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.
- Obtain and maintain a valid fire clearance from the local fire department for the program site address OR obtain a copy of the current and valid fire clearance from the program location’s property manager/owner. Upon expiration of a fire clearance, contractor shall send a copy of a new fire clearance certificate to the ACBHCS Quality Assurance (QA) Office. Awarded Contractor understands that they may not operate at a site without a valid fire clearance.
- Meet minimum requirements for a program site as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification: [http://www.acbhcs.org/providers/network/docs/2013/MH\\_Medi-cal\\_Program\\_Certification\\_protocol.pdf](http://www.acbhcs.org/providers/network/docs/2013/MH_Medi-cal_Program_Certification_protocol.pdf)
- Attend all BHCS sponsored trainings related to start-up and maintenance of Medi-Cal billing – see the full list of requirements in Appendix B: Medi-Cal Requirements for Service Providers and Appendix C: Setting-up Services at a New Mental Health Site;
- Follow all ACBHCS policies and procedures in the ACBHCS QA Manual: [http://www.acbhcs.org/providers/QA/ga\\_manual.htm](http://www.acbhcs.org/providers/QA/ga_manual.htm)
- Attend the monthly ACBHCS Clinical Quality Review Team (CQRT) group meetings for the first year of contract regardless of whether Bidder is already billing SD/MC. ACBHCS QA office will determine if an awarded Contractor will be exempt from CQRT requirements. CQRT requires one Licensed Practitioner of the Healing Arts (LPHA) to attend for every seven charts that are reviewed. Find the updated CQRT manual here: [http://www.acbhcs.org/providers/QA/docs/ga\\_manual/9-1\\_CQRT\\_MANUAL.pdf](http://www.acbhcs.org/providers/QA/docs/ga_manual/9-1_CQRT_MANUAL.pdf)

See the QA website for more information: <http://www.acbhcs.org/providers/QA/QA.htm>

## H. MEDI-CAL REQUIREMENTS FOR SERVICE PROVIDERS

Training Session (BHCS Unit)	Overview	Covered Topics	Who should attend from your agency
<p><b>Data Collection</b> Provider Relations (800) 878-1313</p> <p>Training Available upon Request and as needed</p>	<p>This is the first training that individuals and organizational representatives should attend to learn the flow of INSYST client service data. Data Collection training provides guidelines for client data collection and data entry. It is a critical component of a provider's contract with ACBHCS.</p>	<ul style="list-style-type: none"> <li>• INSYST System- Overview</li> <li>• Client Referrals</li> <li>• Verifying Client Eligibility- Overview</li> <li>• Client Registration</li> <li>• Client Episodes</li> <li>• Service Entry- Direct, Indirect, MAA, FSP etc.</li> <li>• Disallowed Claims System</li> <li>• CSI Information</li> <li>• Invoicing and Deadlines</li> <li>• INSYST Reports</li> <li>• Reference Information/Terms and Definitions</li> </ul>	<p>Administrative Manager Clinical Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>
<p><b>Medi-Cal Eligibility Verification</b> Provider Relations (800) 878-1313</p> <p>Training Available upon request and as needed</p>	<p>This training teaches the methods and process of verifying client's eligibility. It is the responsibility of the provider to determine Medi-Cal eligibility for all clients on a monthly basis.</p>	<ul style="list-style-type: none"> <li>• Terminology</li> <li>• How to Verify Medi-Cal Eligibility- Internet</li> <li>• How to Verify Medi-Cal Eligibility- AEVS</li> <li>• MMEF Process</li> <li>• Medi-Cal Claim Process</li> <li>• Error Correction Report</li> <li>• SOC Procedures</li> <li>• Provider Responsibilities and Expectations</li> </ul>	<p>Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>
<p><b>INSYST Training</b> Information Systems (510) 567-8181</p> <p>Training is scheduled on an as needed basis</p> <p>To enroll in training complete a User Authorization Form available online at: <a href="http://www.acbhcs.org/providers/INSYST/INSYST.htm">www.acbhcs.org/providers/INSYST/INSYST.htm</a></p>	<p>This is a hands on training for learning how to navigate and input client information into the INSYST system.</p>	<ul style="list-style-type: none"> <li>• Navigating through INSYST</li> <li>• Registration</li> <li>• Open/ Close Episodes</li> <li>• Service Entry</li> <li>• Reports</li> <li>• Utilization Review</li> </ul>	<p>Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>

Training Session (BHCS Unit)	Overview	Covered Topics	Who should attend from your agency
<p><b>Medi-Medi Documentation Trainings</b> Quality Assurance (510) 567-8105</p> <p>Visit QA's website for their training schedule: <a href="http://www.acbhcs.org/providers/QA/QA.htm">http://www.acbhcs.org/providers/QA/QA.htm</a></p>	<p>This training provides information on required clinical documentation and assists providers in their Compliance efforts.</p>	<ul style="list-style-type: none"> <li>• Clinical documentation</li> <li>• Coding</li> <li>• Timelines</li> <li>• Staffing</li> </ul>	<p>Management/ QA Staff, direct service staff, as determined by the Mental Health Plan</p>
<p><b>Clinical Quality Review Team (CQRT) Ongoing Training</b> Quality Assurance (510) 567-8105</p> <p>Visit QA's website for their training schedule: <a href="http://www.acbhcs.org/providers/QA/QA.htm">http://www.acbhcs.org/providers/QA/QA.htm</a></p>	<p>This training provides a year-long commitment for providers. The group meets once per month for three hours, to review charts for compliance with Medi-Medi Documentation Standards, best clinical practices, and to authorize services.</p>	<ul style="list-style-type: none"> <li>• Medical Necessity</li> <li>• Medi-Medi Chart Documentation Standards</li> <li>• Quality of Services</li> <li>• Service Codes</li> </ul>	<p>Clinical Supervisors, Quality Assurance Directors, and/or lead staff who are Licensed LPHA, Waivered, or registered LPHA.</p>

## I. SETTING-UP SERVICES AT A NEW MENTAL HEALTH SITE

### What are the steps involved in starting-up services at a new mental health program/site approved by BHCS?

\*\* Providers should be informing their BHCS Contract Managers of a requested new site within their existing allocation at least 60-90 days prior to the anticipated start date of services at a new site via the Request for Program Change Request Form, which is available online at: <http://www.acbhcs.org/providers/network/cbos.htm>. New sites are subject to approval by BHCS, and services cannot start at an approved site until certain minimum requirements, such as fire clearance, are in place. Providers should contact their BHCS Contract Managers if there are any additional questions about what is needed for the start-up of mental health services for a specific new program/site approved by BHCS. \*\*

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
1. Apply for any specialized permit, certification and/or licensure which is required for service delivery, outside of Medi-Cal Certification	<ul style="list-style-type: none"> <li>Specialized new programs/ sites, such as residential, crisis residential and/or outpatient services in a group home setting</li> </ul>			Provider	<ul style="list-style-type: none"> <li>These are generally permits, certifications and/or licensure from other bodies, including but not limited to local jurisdictions, Community Care Licensing (CCL) and the Department of Health Care Services (DHCS)</li> <li>The applications for these specialized permits, certifications and/or licensures can take some time (around six months for some), so it is helpful to plan for and submit these applications early in the process if they are a requirement for service delivery</li> </ul>
2. Secure Fire Clearance and send to BHCS Network Office, and also to BHCS QA for programs which will be billing to Medi-Cal	<ul style="list-style-type: none"> <li>All new programs/sites which bill to Medi-Cal</li> <li>Most other new programs/sites which provide direct onsite services to clients</li> </ul>			Provider	<ul style="list-style-type: none"> <li>Timeline for scheduling fire clearance can vary by jurisdiction, but it can be several months</li> <li>For school sites, specify that you are requesting fire clearance for an individual clinical space or classroom versus the whole school</li> <li>At a given location, the fire clearance must specify all suite numbers, classrooms and addresses where service delivery will occur</li> <li>A new fire clearance will generally be needed before moving to a new suite number or</li> </ul>



What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
					<p>classroom, even if it is within the same building or on the same school campus</p> <ul style="list-style-type: none"> <li>• When items are out of compliance, fire jurisdiction or fire inspection company may invoke a plan of correction and need to come back, extending the timeline</li> <li>• Fire clearance must be signed, dated, include the site address and meet local fire jurisdiction requirements to be valid - Fire clearance is different than a fire sprinkler check, and a fire sprinkler check will not suffice for the purposes of fire clearance</li> <li>• There is a nominal cost for fire clearance, generally between \$80-100</li> </ul>
<p>3. Apply for new organizational National Provider Identifier (NPI) Number or a change of address for an existing NPI, and report to BHCS Network Office and QA</p>	<p>Providers which have no existing NPI at this site, and will be adding a new program/site which will enter services into a BHCS-approved data entry and claiming system</p>			<p>Provider</p>	<ul style="list-style-type: none"> <li>• Timeline can vary from 72 hours to 45 days</li> <li>• Applying electronically on the NPPES website (<a href="https://nppes.cms.hhs.gov/NPPES/Welcome.do">https://nppes.cms.hhs.gov/NPPES/Welcome.do</a>) is recommended as this can sometimes be faster</li> <li>• Record and secure your NPPES username, password and security questions as this can be important in the future</li> <li>• Customer Service can reset your password if needed</li> <li>• More information available here: <a href="http://www.acbhcs.org/providers//npi/npi.htm">http://www.acbhcs.org/providers//npi/npi.htm</a></li> <li>• Providers should only apply for change of address for an existing NPI if all programs/RUs at one site are moving to a new site (i.e., a complete move)</li> </ul>

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
4. Negotiate new or updated contract	All new programs/sites			<ul style="list-style-type: none"> <li>BHCS Network Office</li> <li>Provider</li> </ul>	<ul style="list-style-type: none"> <li>BHCS Network Office Contract Managers will work with internal BHCS partners to send draft Exhibit A Language for provider to respond to, and Budget Template for provider to complete</li> <li>Discussion and negotiation will need to occur for any areas where the expectations are unclear or where a difference of opinion exists in what a particular expectation should be</li> <li>More information about standard Exhibits and contracting is available at: <a href="http://www.acbhcs.org/providers/network/cbos.htm">http://www.acbhcs.org/providers/network/cbos.htm</a></li> </ul>
5. Complete training on programmatic and fiscal contractual requirements	Providers which have not had a similar type of contracted program with BHCS, or may benefit from additional training in this area			Provider	<ul style="list-style-type: none"> <li>Should generally occur prior to finalizing the contract, but timing can be later for some topics</li> <li>Contact your BHCS Contract Managers to request training, and please identify the specific types of areas you would like training around (i.e., budget; invoicing; better understanding specific Exhibit A requirements; better understanding other standard programmatic, fiscal and operating requirements in contract Exhibits outside of the Exhibit A and Budget; etc.)</li> </ul>
6. Contact BHCS QA for Site Certification Visit and collaborate with QA on any identified follow-up items	New programs/sites which will be billing to Medi-Cal			Provider	<ul style="list-style-type: none"> <li>Timeline can vary from 4-8 weeks</li> <li>QA will not schedule site visit until they have received fire clearance; policies, procedures and other requested material; and site is operational or prepared to begin providing services</li> <li>More information available here, under Item 16: Medi-Cal Site Certification: <a href="http://www.acbhcs.org/providers/QA/qa_manual.htm">http://www.acbhcs.org/providers/QA/qa_manual.htm</a></li> </ul>

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
7. Issuance of BHCS Site Certification Letter to Provider and BHCS Network Office	New programs/sites which will be billing to Medi-Cal			BHCS QA	<ul style="list-style-type: none"> <li>• Timeline can vary from 2-8 weeks</li> <li>• For new sites, the timeline will depend on how long it takes for the California Department of Health Care Services (DHCS) to assign a Provider Number once BHCS Provider Relations requests the Provider Number from DHCS</li> <li>• QA will not issue Site Certification Letter until they have NPI and confirmation that all corrective action items have been addressed</li> </ul>
8. Request of new Reporting Unit (RU) or change of address to an existing RU <sup>3</sup>	New programs/sites which will be assigned a RU for entry of services into a BHCS-approved data entry and claiming system			BHCS Network Office	<ul style="list-style-type: none"> <li>• Timeline can vary from 14-45 days</li> <li>• Process cannot be initiated prior to receipt of the Medi-Cal Site Certification for new programs/sites which will be billing to Medi-Cal</li> <li>• Needs to be routed through multiple BHCS Units for approval and set-up</li> </ul>
9. Notification of set-up of new RU or change of address to an existing RU	New programs/sites which will be assigned a RU for entry of services into a BHCS-approved data entry and claiming system			BHCS Provider Relations	<ul style="list-style-type: none"> <li>• Provider will receive email notification from BHCS Provider Relations</li> <li>• Provider should contact BHCS Network Office Fiscal Contract Manager for questions around assigned procedure codes which can be billed through new RU</li> <li>• Provider should contact BHCS QA for questions about appropriate use of assigned procedure codes for service delivery and documentation</li> </ul>

<sup>3</sup> A RU is a unique BHCS program identifier at a specific site used to enter services/billing data

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
10. Complete Initial Data Collection Training with BHCS Provider Relations	New programs/sites which will be assigned a RU for entry of services into a BHCS-approved data entry and claiming system, and have not had experience in this area or may benefit from additional training			Provider	<ul style="list-style-type: none"> <li>• Should occur just before the start of services</li> <li>• BHCS Provider Relations will contact the identified provider liaison to set-up</li> <li>• Prior to the training, BHCS Provider Relations will need the provider to submit a list of staff to be trained and the role of each of these staff within the larger process (i.e., supervisors, clinical managers, intake/registration staff, and data entry staff)</li> <li>• This will include information on a number of topics including how to collect initial data via paper forms and how to bill for other health insurance</li> </ul>
11. Complete Clinical Documentation Training with BHCS QA	New programs/sites which will be billing to Medi-Cal and have not had experience in this area, or may benefit from additional training			Provider	<ul style="list-style-type: none"> <li>• Clinical documentation train-the-trainer trainings are offered throughout the year and are for providers lead QA staff and Executive Managers (at least two per organization)</li> <li>• Provider should check training schedule at <a href="http://www.acbhcs.org/providers/QA/Training.htm">http://www.acbhcs.org/providers/QA/Training.htm</a> and be trained prior to providing services</li> <li>• More information available here: <a href="http://www.acbhcs.org/providers/QA/qa_manual.htm">http://www.acbhcs.org/providers/QA/qa_manual.htm</a></li> </ul>
12. Complete initial training on entering data into the electronic data entry and billing system with	New programs/sites which will be assigned a RU for entry of services into a BHCS-approved			Provider	<ul style="list-style-type: none"> <li>• This is set-up by BHCS after the required Initial Data Collection Training when the requests are submitted for BHCS system user authorization and staff identification numbers</li> <li>• More information available here: <a href="http://www.acbhcs.org/providers/Insyst/Insyst.htm">http://www.acbhcs.org/providers/Insyst/Insyst.htm</a></li> </ul>

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
BHCS Information Systems (IS)	data entry and claiming system, and have not had experience in this area or may benefit from additional training				<ul style="list-style-type: none"> <li>New program/site should have one week of service data to enter at the time of the training</li> </ul>
13. Complete initial training on Medi-Cal eligibility with BHCS Provider Relations	New programs/sites which will be billing to Medi-Cal and have not had experience in this area, or may benefit from additional training			Provider	<ul style="list-style-type: none"> <li>This should occur within 1-2 weeks after the required Initial Data Collection Training</li> <li>This is set-up by BHCS after the required Initial Data Collection Training</li> <li>This is also called the Health Information Technician (HIT) Training</li> </ul>
14. Complete Medicare enrollment	New programs/sites which will be billing to Medi-Cal and serve adults over age 21 years and have not had experience in this area, or may benefit from additional training			Provider	<ul style="list-style-type: none"> <li>This should be completed within one month of the start of services</li> <li>Enroll with Medicare at: <a href="https://www.cms.gov/">https://www.cms.gov/</a></li> <li>Provider Relations plays point on this on behalf of BHCS</li> <li>Submit 7P10 to BHCS Provider Relations to start this process</li> </ul>
15. Complete training on billing to other	New programs/sites which will be billing to			Provider	<ul style="list-style-type: none"> <li>This should be completed within one month of the start of services</li> </ul>

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
health insurance from BHCS Provider Relations	Medi-Cal and have not had experience in this area, or may benefit from additional training				<ul style="list-style-type: none"> <li>This is set-up by BHCS after the required Initial Data Collection Training</li> </ul>
16. Participate in BHCS Continuous Quality Review Team (CQRT)/Authorization process	New providers or existing providers with new programs which will be billing to Medi-Cal			<ul style="list-style-type: none"> <li>Provider</li> <li>BHCS QA</li> </ul>	<ul style="list-style-type: none"> <li>Contact QA 1-2 months prior to start up for TA and to schedule first CQRT meeting</li> <li>If new to documenting to Medi-Cal standard, providers participate in BHCS CQRT/Authorization process (approx. 3 hours monthly) for a minimum one-year period AND until provider demonstrates proficiency in clinical documentation and the authorization process</li> <li>If provider has experience documenting to Medi-Cal standards, the BHCS QA Office, after an assessment, may excuse the provider from participating in BHCS' CQRT or may require participation until proficiency is demonstrated.</li> </ul>

**Who should I contact for questions/further information?**

BHCS Unit	Topic	Who to Contact
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IS	Entry of services into a BHCS-approved data entry and claiming system	Help desk, at: 510-567-8181 or <a href="mailto:HIS@acbhcs.org">HIS@acbhcs.org</a>
Network Office	Contract Negotiation/Contracting/Set-Up of New RUs	Assigned Contract Managers, specified online at: <a href="http://www.acbhcs.org/providers/network/docs/Contract_Management_Teams_List.pdf">http://www.acbhcs.org/providers/network/docs/Contract_Management_Teams_List.pdf</a>
Provider Relations	Initial Data Collection Training/Medi-Cal Eligibility/Medicare Enrollment/ Billing to Other Health Insurance	Contact main number, at 1-800-878-1313 to be routed appropriately
QA	Fire Clearance/Site Certification	QA Site Certification Team, at: <a href="mailto:SiteCertification@acgov.org">SiteCertification@acgov.org</a>
	Other QA/Documentation Questions	Assigned TA Contact, specified online at: <a href="http://www.acbhcs.org/providers/QA/QA.htm">http://www.acbhcs.org/providers/QA/QA.htm</a>

## **J. EXHIBIT E: ERMHS LETTER OF AGREEMENT**

**Letter of Agreement  
Between  
(Agency Name)  
And  
XXXX Unified School District at XXX School Site**

This Letter of Agreement (“Agreement”), dated \_\_\_\_\_, 20\_\_ for purpose of reference, is made and entered into by XXXX (“Provider”) and the XXX School District (“District”), referred to collectively as the “Parties.” The parties agree:

### **1. PURPOSE**

This Agreement articulates and clarifies the roles, responsibilities and expectations of each Party in their support of the Alameda County Behavioral Health Care Services (ACBH) contracted service provider XXX who will provide Educationally Related Mental Health Services (ERMHS) in a Special Day Class (SDC) setting to all students placed by the XXX School District in the ERMHS SDC classroom(s) at XXX School.

### **2. TERM**

This Agreement shall be valid from July 1, 20\_\_ to June 30, 20\_\_ and shall be renewed each year upon written agreement.

### **3. BACKGROUND**

Assembly Bill 3632 (AB 3632) was a law that required agencies to coordinate mental health services provided to students with disabilities. This law took effect in 1986, but the implementing regulations did not become final until July 1999. The law is contained in Government Code Sections 7570-7588 and the regulations are found in the California Code of Regulations Sections 60000-60610.

In October 2010, then California Governor Arnold Schwarzenegger initiated a line item veto of the AB3632 which started a process of dismantling the system that AB3632 built. Because the provision of mental health services is a Federal mandate through IDEA (Individuals with Disabilities Education Act), the responsibility falls to the school districts. In 2011, California Governor Jerry Brown included funding for AB3632 in his January budget, however, the May revise laid out alternative funding which directed the responsibility to the school districts. AB 3632 is now known as ERMHS.

Early Periodic Screening Diagnosis and Treatment (EPSDT) is a federal and state Medicaid health care program. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be under the age of 21, and meet Medical Necessity by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Since April 1, 2011, the school districts have been responsible for paying the total cost of ERMHS for students without Medi-Cal. Additionally, school districts are also now responsible for paying County/Local match for the ERMHS students with Medi-Cal.

#### **A. School District Agrees To:**

1. As able through the IEP process, place appropriate service level students into the school site ERMHS SDC programs.



2. Provide an appropriate classroom(s) at the school site where ERMHS SDC students will attend daily.
3. Provide an appropriately placed Special Education teacher who will be responsible for providing daily educational services and supports to the ERMHS SDC students.
4. Provide an Instructional Aide/Para Professional for each ERMHS classroom supported by the Provider.
5. Provide appropriate School District instructional coverage in the event that District Teachers and/or Instructional Aides are absent from the school campus or there are District staff vacancies in the classroom.
6. Provide dedicated and confidential clinical space that meets the Medi-Cal guidelines in which the mental health clinician(s) can see students and families. Clinicians shall not share space with other staff persons during their designated service hours. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room).
7. Have a dedicated on-site school administrator and/or designee who can be the point of contact for ERMHS SDC provider.
8. Have regular classroom team meetings with the ERMHS SDC provider which include the teacher, aide, and other educational staff as needed.
9. Encourage parental/family involvement in the treatment process.

**B. ERMHS Provider agrees to do the following:**

1. Provide qualified mental health staff to support the ERMHS classroom(s) as outlined in their contract with Alameda County Behavioral Health Care Services.
2. Screen any child referred for ERMHS SDC services for EPSDT/Medi-Cal service eligibility.
3. Strictly adhere to all Mandate Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.
4. Maintain the confidentiality of client/student information received in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Guidelines and signed release of information.
5. Communicate with school administration and/or designee of any immediate safety concerns resulting in a student being referred for a 5150 and or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.
6. Periodically meet with school site and/or district level administration regarding the effectiveness ERMHS SDC program at the school site.
7. Provider will follow all Alameda County documentation and claiming guidelines and keep all client files in locked cabinets as required by California Department of Mental Health and M/Cal guidelines.
8. Provider will follow QA guidelines and attend Clinical Quality Review Team (CQRT) meetings with respect to ongoing authorization for services.
9. Provider will participate in ACBH outcome measure collection and will share unique outcome measures that they collect with ACBH.

**C. ERMHS Special Day Class Provider Staffing**

1. Employees providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.
2. *Mental Health staff do not provide educational instruction; however, they may address emotional and behavior issues that may interfere with academic performance.*
3. Provider will supply a Program Director and a Clinical Director who will oversee the program and provide administrative and clinical supervision to the on-site Mental Health Staff.

**D. Building and Grounds**

1. The District is responsible for the facility and provides maintenance for the facility/classrooms, which is overseen by the respective site Principals.
2. Classroom furniture and basic furniture for the clinical office (desks, tables, and chairs) will be supplied by the District. Service Provider will supply and additional clinical furnishings, supplies and/or tools deemed necessary to provider services.
3. Phone lines will be supplied by the District.
4. The clinician's offices will need Internet and/or Wireless capability and access.
5. Provider will supply the clinical staff with computers, locking file cabinets and basic stationary.

**E. Both Parties Agree To:**

1. Problems identified by either the educational or mental health staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arrive. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team. (site principal, ACBH representatives, District Program Manager, Provider Clinical Program Manager)

By signing this LOA, both parties agree to all of the abovementioned items outlined in this document.

\_\_\_\_\_  
Agency Provider Name

\_\_\_\_\_  
Agency Program Manager/Director Name

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
School Administrator/Designee Name

\_\_\_\_\_  
Date  
Agency Program Manager/ Director Signature

\_\_\_\_\_  
Date  
School Administrator/Designee Signature