

ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (ACBH) REQUEST FOR PROPOSAL (RFP) 19-05 SPECIFICATIONS, TERMS & CONDITIONS FOR SCHOOL-BASED BEHAVIORAL HEALTH SERVICES

INFORMATIONAL MEETING/ BIDDERS' CONFERENCES

Date	Time	Location	
		Alameda County Behavioral Health	
		Care Services Agency	
Tuesday, April 23, 2019	9:30am – 11:00am	1900 Embarcadero Cove, Suite 205,	
		Oakland	
		(Wildcat Room)	
		Alameda County Public Works	
Modpoodov April 24		Agency	
Wednesday, April 24,	1:00pm – 2:30pm	Conference Room 230ABC	
2019		951 Turner Court	
		Hayward, CA 94545	

PROPOSALS DUE by 2:00 pm on Tuesday, May 21, 2019

to

RFP 19-05 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 Phone: 510-777-2146

TABLE OF CONTENTS

			Page
I.	S	STATEMENT OF WORK	3
	A.	INTENT	3
	B.	BACKGROUND	
	C.	SCOPE/PURPOSE	4
	D.	BIDDER MINIMUM QUALIFICATIONS	5
	E.	SPECIFIC REQUIREMENTS	
	F.	BIDDER EXPERIENCE, ABILITY AND PLAN	
11,	. 11	NSTRUCTIONS TO BIDDERS	13
	A.	COUNTY CONTRACTS	13
	B.	CALENDAR OF EVENTS	
	C.	SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS	
	D.	BIDDERS' CONFERENCES	15
	E.	SUBMITTAL OF PROPOSALS/BIDS	
	F.		
		ble 1	
		EVALUATION CRITERIA/SELECTION COMMITTEE	
		ble 2	
		ble 3	
	Н.		
	I.	AWARD	
	J.	PRICING	
	K.	INVOICING	
	L.	NOTICE OF INTENT TO AWARD	
		TERM/TERMINATION/RENEWAL	
		APPENDICES	38
	Α.		
	B.	BID SUBMISSION CHECKLIST EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE	40
	C.	SLEB PARTNERING INFORMATION SHEET	
	D. E.	EXHIBIT C: INSURANCE REQUIREMENTS	_
	F.	EXHIBIT C: INSURANCE REQUIREMENTS EXHIBIT D: EXCEPTIONS, CLARIFICATIONS, AMEDMENTS	
	r. G.	MEDI-CAL REQUIREMENTS FOR SERVICE PROVIDERS	
	G. Н.	SETTING-UP SERVICES AT A NEW MENTAL HEALTH SITE	
	п. I.	MEDICAL NECESSITY FOR SPECIALTY MENTAL HEALTH SERVICES	
	1. .1	EXHIBIT F. SRRH I FTTER OF AGREEMENT	- 4

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 to provide School-Based Behavioral Health (SBBH) services to students with Medi-Cal, who meet medical necessity, and have been referred for mental health interventions. These students must attend either East Oakland Pride Elementary school or ASCEND charter school. Both schools are located in Oakland.

ACBH intends to award a total of two 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 \$520,455 in Medi-Cal Early Periodic Screening Diagnosis and Treatment (EPSDT) and \$182,160 per contract year in Mental Health Services Act (MHSA) Community Services and Supports (CSS), for a total of \$702,615 per contract year for this ongoing program, allocated among the two schools as follows:

School Site	EPSDT	MHSA	Total
ASCEND	\$244,815	\$85,685	\$330,500
East Oakland Pride	\$275,641	\$96,474	\$372,115
Total	\$520,455	\$182,159	\$702,615

ACBH will run two separate competitive processes by school: one for East Oakland Pride and one for ASCEND. Bidders who wish to provide services in both schools should submit two separate proposals, or one for each school.

The contracts that result from this RFP process may 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. 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

For the past 15 years, ACBH has partnered with schools in Alameda County to provide SBBH services. These services traditionally include outpatient mental health services, billable to Medi-Cal, designed to support students' social-emotional learning and address barriers to learning.

Over the years, the SBBH model has evolved with lower caseloads and a stronger focus on family engagement. Further, MHSA CSS funding is now available to fund non-Medi-Cal billable services that supplement the traditional SBBH services. Given these changed circumstances, ABCH is conducting a competitive RFP process at two Oakland schools, East Oakland Pride and ASCEND, to procure new SBBH services from community based mental health providers for these two schools.

C. SCOPE/PURPOSE

SBBH services are year-round programs that aim to positively and meaningfully impact the lives of youth and families through the provision of school-based outpatient services, by influencing school climate and culture and promoting social and emotional learning, ultimately leading to academic success. Children with emotional and behavioral difficulties may have poor attendance, and may experience fears and anxieties related to school, disciplinary actions leading to suspension, psychiatric hospitalizations, and incarceration. The provision of SBBH services aims to decrease the instances of hospitalization, disciplinary action, and poor academic performance, and improve child and youth development and community and family functioning.

The priority population for these services is East Oakland Pride or ASCEND students with Medi-Cal, who meet medical necessity, and who have been referred for mental health interventions. The referral is made by the Coordination of Services Team (COST). COST is a multidisciplinary team of school staff and mental health providers who integrate learning supports and resources for students, taking into consideration the overall landscape of school climate, trends, and needs.

Awarded Contractor/s will be expected to maintain a minimum caseload of 15 students, with 20 unduplicated clients annually. The awarded Contractor/s will be expected to partner closely with the school administration, and services will be provided in the school, at home, and in the community.

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 mental health services to school-age children and youth within the last five years; and
- Have at least two years of experience billing Medi-Cal through a County within the last three years¹.

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 school-based outpatient mental health services, case management/brokerage, and crisis intervention, along with additional MHSA-funded activities;
- Participate in the COST and school process meetings, as needed, and collaborate with the school-based health centers;
- Collaborate with school administration, teachers, and instructional aides to provide a therapeutic environment for each student-client;
- Manage and retain a qualified team that includes the minimum staffing listed in Section I.F.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;

¹ Bidders must submit documentation of Medi-Cal site certification with their bid submission in order to validate that they meet this Bidder Minimum Qualification.

- Ensure cultural competence and multi-culturalism using Culturally and Linguistically Appropriate Services (CLAS)²;
- Data entry in a timely manner, as instructed, using the County's electronic information management and claiming system (currently InSYST and 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 by ACBH;
- Timely administration and update of age-appropriate Child Assessment of Needs and Strengths (CANS) for all clients and the Pediatric Symptom Checklist (PSC-35); for clients between the ages of four and 18; and
- Adhere to the following Medi-Cal, state and federal requirements:

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 ACBHCS "Clinical Documentation Standards" manual which may be found here: http://www.acbhcs.org/providers/QA/docs/qa_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 <u>OR</u> 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 Medical 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;

² https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedNationalCLASStandards.pdf

- Follow all ACBH policies and procedures in the ACBH QA Manual: http://www.acbhcs.org/providers/QA/qa_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/qa_manual/9-1_CQRT_MANUAL.pdf

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.

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 <u>prior to contract execution</u>, 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 and 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 Priority Population Needs

The priority population is East Oakland Pride or ASCEND students with Medi-Cal, who meet medical necessity, and who have been referred for mental health interventions. These children may experience fears and anxieties related to school, disciplinary actions leading to suspension, and incarceration and psychiatric hospitalization.

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 the eighth grade. These youth have mental health, behavioral, and emotional challenges which have resulted in functional impairments, impacting their academic performance. In academic settings, these youth may require frequent behavioral support and 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 school-specific demographics. Bidders should demonstrate experience in developing strategies to address barriers faced by the priority population. The awarded Contractor/s shall also demonstrate the cultural competency required to successfully serve the priority population.

2. Service Delivery Approach

SBBH services aim to positively impact student-clients' school attendance and academic performance, and reduce negative student behaviors, including those that could result in suspension or expulsion. The SBBH program includes a range of services, including:

- Assessment,
- Plan development,
- Collateral services,
- Case management/brokerage,
- Crisis intervention,
- Individual and group therapy, and
- Individual and group rehabilitation.

The SBBH program has a particular focus on family engagement and family therapy. Students and families may receive brief therapy treatments including 12 weeks of treatment or may require more long term services covering the span of a full academic year.

This program should also include interventions and supports made available through MHSA funds to provide non Medi-Cal billable services, in conjunction with the Medi-Cal services and in partnership with the case-carrying clinical staff. These programs may include various combinations of the following list of interventions and supports. This list is

not exhaustive, but outlines the key areas in which the need for additional supports has been identified. These MHSA-funded activities can include, but are not limited to:

- Supporting case-carrying clinicians with initial intake and outreach to students and families prior to the Medi-Cal episode openings;
- Supporting students in classroom settings, which may include direct support in class or consultation with classroom teachers on student needs and aligned strategies;
- Supporting youth and families during school breaks (both planned and unplanned) and provide additional support during summer months when students may or may not be enrolled in school-based programs;
- Providing trainings, coaching, and consultation to school site faculty and staff on strategies for de-escalation, trauma-informed practices, recognizing implicit bias, culturally appropriate strategies for working with diverse youth and their families, and positive school climate work;
- Supporting students with daily living skills activities as they relate to their treatment goals (e.g., coaching on organizing their school work, navigating bus schedules, job applications, volunteer activities); and
- Family coaching and support with accessing various systems and community resources (e.g., assisting families in completing Medi-Cal registration and/or renewal documents, identifying after school activities).

Interventions can also include classroom observations, mental health consultation to school faculty and staff, and student psycho-educational groups to address school climate needs, and family collateral groups to support parents, guardians, and caregivers of the student-clients in addressing the youth's mental health needs. Restorative Justice practice models are encouraged.

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

- Family support and engagement,
- School culture and climate, and
- Caseload-related services and supports.

The awarded Contractor/s' services shall be provided on the school campus, in the home, and at other locations in the community. The awarded Contractor/s will be expected to conduct outreach at campus events such as back to school nights, health fairs, etc.

Student-clients are referred to services through the COST process. COST uses a centralized, accessible referral system through which anyone in a school community, including teachers, school administrators, and parents/guardians, can refer students or self-refer. COST also provides a structure for school staff, administrators, and mental health providers, who normally work in separate areas, to together discuss the strengths and needs of the referred students, and develop tailored interventions that utilize the full scope of resources available in the school and community. The awarded Contractor/s will

participate in the COST to review referrals, and determine, in collaboration with school personnel, the best resources to meet the needs of eligible students and their families. Eligibility is based on medical necessity.

For East Oakland Pride only, the awarded Contractor/s may provide services to no more than one Educationally Related Mental Health Services (ERMHS)-eligible student³ requiring outpatient services per their Individualized Educational Plan (IEP). The awarded Contractor/s have the option to accept ERMHS students depending on their capacity/caseload at the time of referral.

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

In their proposals, Bidders must demonstrate a robust understanding of trauma-informed practices, crisis prevention and intervention, and family engagement. ACBH is seeking proposals that demonstrate the capability to provide services that are culturally and linguistically appropriate, client-centered, and conducive to an academic learning environment.

3. Planned Staffing and Organizational Capacity

The minimum staffing requirement is 1.0 FTE Clinician (a licensed or registered, prelicensed Licensed Practitioner of the Healing Arts (LPHA)).

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 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

³ ERMHS-eligible students do not need to have Medi-Cal to be seen by the awarded Contractor/s. All authorizations for ERMHS-eligible outpatient services will be forwarded by ACBH-Children's Specialized Services to the awarded Contractor/s, who will be responsible for all ERMHS notifications to the Special Education Director and ACBH-Children's Specialized Services and participation in student-clients' IEPs.

 Organizational capacity or plan to build organizational capacity to meet Medi-Cal billing, clinical, and quality assurance requirements.

OUSD and charter school administration 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 and charter school administration will provide adequate and designated office space to service providers.

4. Forming Partnerships and Collaboration

The awarded Contractor/s 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 COST and school process meetings, as needed, and collaborate with the school-based health centers.

Bidders shall demonstrate their experience with and capability to form partnerships and collaborations to implement this program successfully. The awarded Contractor/s shall establish a 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 provided⁴. This LOA is due in October of each year.

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.

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

The awarded Contractor/s will conduct quarterly program evaluations and report results to ACBH using an ACBH-approved template. 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 proposed outcomes, plan for meeting program outcomes as well as their ability to track client progress.

⁴ See Appendix E for current LOA template.

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 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

B. CALENDAR OF EVENTS

Event	Date/Location		
Request for Proposals	April 9, 2019		
(RFP) Issued			
Bidder's Written	By 5:00 pm on the da	y of 2 nd Bidder's Conference – ACBH strongly	
Questions Due	encourages Bidders to	submit written questions earlier.	
1 st Bidders'	9:30am – 11:00am	Alameda County Behavioral Health Care	
Conference	Tuesday, April 23,	Services Agency	
	2019	1900 Embarcadero Cove, Suite 205,	
		Oakland	
		(Wildcat Room)	
2 nd Bidders' Conference	1:00pm – 2:30pm	Alameda County Public Works Agency	
	Wednesday, April	Conference Room 230ABC	
	24, 2019	951 Turner Court	
		Hayward, CA 94545	
Addendum Issued	Wednesday, May 1, 2019		
Proposals Due	Tuesday, May 21, 2019 by 2:00pm		
Review/Evaluation Period	May 22 – June 28, 20	19	
Oral Interviews	Friday, June 28, 2019		
(as needed)			
Award Recommendation	Friday, July 5, 2019		
Letters Issued			
Board Agenda Date	September 2019		
Contract Start Date	September 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://acqov.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 <u>United States Small Business Administration</u> (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

 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.⁵

Bidders shall ensure that proposals are:

- Single spaced
- Maximum 1 inch margins
- 11-point Arial font
- Conform to the maximum page limits
- 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.
- 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

⁵ Inability to comply with this recommendation will have no impact on the evaluation and scoring of proposals.

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 may 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.

<u>Table 1</u>
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.
1. TITLE PAGE	 Use the Bid Response Template to complete and submit the following information: Bidder Organization Name; Bidder Organization's Headquarter Address; Name of Executive Director or Equivalent including title, phone number, and email; and Name of Contact Person including title, phone number, and email. 	1
2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE	Review, complete, and submit the requested information included as Exhibit A Bidder Information and Acceptance form with your bid.	N/A
3. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY	Use the Bid Response Template to complete and submit a synopsis of the highlights and benefits of each proposal.	1
4. BIDDER MINIMUM QUALIFICATIONS AND SPECIFIC REQUIREMENTS	Use the Bid Response Template to describe and demonstrate how Bidder meets all of the criteria: • Have at least two years of organizational experience providing mental health services to school-age children and youth within the last five years; and • Have at least two years of experience billing Medi-Cal through a County within the last three years, as evidenced by documentation of Medi-Cal site certification.	2
5. ORGANIZATIONAL CAPACITY	Supply Organizational Capacity and Reference sections a. and b. in the original proposal only.	N/A
AND REFERENCE	a. Debarment and Suspension	N/A

Section	Instructions	Suggested Page Max.
	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: • https://www.sam.gov/SAM/ • https://exclusions.oig.hhs.gov/	
	b. References 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. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference. 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. Do not include ACBH staff as references. Provide a list of six (6) total references – three (3) current and three (3) former, please provide the following: Company Name Reference Name Address Phone number E-mail address Services Provided/Date(s) of Service	2

Section	Instructions	Suggested Page Max.
	Use the Bid Response Template to complete and submit the information below. a. Describe, in detail, Bidder's Understanding of and Experience with the Priority	N/A
	Population Needs including:	(3)
	 i. Bidder's understanding of the priority population, including: 1. Behavioral, academic, socio-economic, and cultural/linguistic needs, issues and challenges; 2. Risk factors and barriers; and 3. School-specific population and community needs, as related to school culture and climate. 	1
6. BIDDER EXPERIENCE, ABILITY AND PLAN	 ii. Bidder's experience working with the priority population, including: Providing services to the priority population; Developing and implementing strategies for addressing the mental health barriers faced by the priority population; Designing culturally appropriate, trauma-informed, and family driven services; Implementing CANS or similar assessment tools; and Providing mental health services in a school-based setting. 	2
	b. Describe in detail, Bidder's Service Delivery Approach, including:	(4)
	 i. Bidder's plan to deliver services to clients, including: 1. How services will be trauma-informed, culturally and linguistically appropriate (for a diverse client, school, and community demographic), client-centered, and conducive to the academic learning environment; 2. What a set of SBBH services might look like, including related supports; and 3. Plan to outreach to and engage students and families in services. 	2

Section	Instructions	Suggested Page Max.
	 ii. Bidder's plan to provide supports, including: 1. Proposed menu of supports and interventions (both Medi-Cal billable and MHSA-funded) and how these work together to support the students' academic performance and incorporate all three components (family support and engagement, school culture and climate, and caseload-related services and supports); and 2. Proposed coaching supports to school faculty and staff. 	2
	c. Describe, in detail, Bidder's Planned Staffing and Organizational Capacity, including:	(3)
	 i. Roles and responsibilities of program staff, including: 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; 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 Plan for clinical supervision and oversight of proposed program components. 	2
	 ii. Bidder's planned organizational infrastructure, including: 1. How the proposed program will be integrated into existing organizational structure and services. Include organizational chart that illustrates where the program will sit within the organization, as Attachment 1; 2. Capacity or plan to track and enter data following County requirements; and 3. Capacity or plan to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements. 	1

Section	Instructions	Suggested Page Max.
	d. Describe, in detail, Bidder's experience in Forming Partnerships and Collaboration, including:	(2)
	 Experience building and sustaining teams that can address the educational and mental health needs of the priority population; Experience with and plan to maximize participation in the COST process; Experience forming productive school-based collaborations; and Experience with and strategies to adapt to school-specific cultures and processes. 	2
	e. Describe, in detail, Bidder's Experience and Plan to Track Data and Outcomes , including Bidder's plan for collecting data specified in this RFP and tracking outcomes for quality improvement, including:	(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 Proposed benchmarks and plan for monitoring progress of MHSA-funded activities, with rationale. 	1
	Budget and Budget Narrative	(2)
7. COST	 Budget a. Cost-Coefficient – Bidder does not need to submit anything additional for this. b. Complete and submit one BUDGET WORKBOOK (saved in Excel). See Budget Instructions tab. Complete and submit all worksheets in the Workbook. 	N/A
	 c. 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: 1. Required Staffing 	2

Section	Instructions	Suggested Page Max.
	Salaries and Benefits	
	3. Operating Expenses	
	4. Administrative and/or Indirect Costs	
	a. Bidder's Implementation Schedule and Plan with due dates around the following activities:	1
8. IMPLEMENTATION SCHEDULE AND PLAN	 Hiring and training School coordination 	
	 3. Parent and family engagement b. Bidder's identification and strategies for mitigation of risks and barriers, which may adversely affect program implementation. 	2
	EXHIBIT C: INSURANCE REQUIREMENTS	N/A
EXHIBITS AND ATTACHMENTS	EXHIBIT D: EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS	N/A
	SLEB PARTNERING SHEET	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 separate CSC/Evaluation Panels for each of the two schools. All bids under each school will be evaluated as separate processes.

As a result of this RFP, the County intends to award up to two contract/s 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	Non-responsive, fails to meet RFP specification. The approach			
	Acceptable	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	Very good probability of success, better than that which is			
	Average/	average or expected as the norm. Achieves all objectives per			
	Good	RFP requirements and expectations.			
5	Excellent/	Exceeds expectations, very innovative, clearly superior to that			
	Exceptional	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 2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE 3. LETTER OF TRANSMITTAL/EXECUTIVE SUMMARY	Reviewed for completeness	Complete/Incomplete	Pass/Fail
4. BIDDER MINIMUM QUALIFICATIONS	 Have at least two years of organizational experience providing mental health services to school-age children and youth within the last five years; and Have at least two years of experience billing Medi-Cal through a County within the last three years, as evidenced by documentation of Medi-Cal site certification. 	Meets/Does Not Meet Minimum Qualification 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.	
5. ORGANIZATIONAL CAPACITY AND REFERENCES	a. Debarment and Suspension	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:	Pass/Fail

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
RFP SECTION	b. ACBH will accept only non-ACBH references. ACBH will check references for Bidders placed on the shortlist and ask the references standard questions, which will be evaluated by the Evaluation Panel.	 https://www.sam.gov/SAM/ https://exclusions.oig.hhs.gov/ https://files.medi-cal.ca.gov/pubsdoco/Sandllanding.asp https://www.ssdmf.com How do the Bidder's references respond to the following: Bidder's capacity to perform the services as stated; Areas in which Bidder did well and areas in which bidder could have improved (if applicable); Communication and responsiveness, reporting and invoicing, training, providing trainings or conducting group work, customer service, compliance with program, legal, and/or funding requirements, documentation and reliability on a scale of one to five; Whether the project was completed on time and on budget; Capacity and ability to meet program or contract deliverables; Bidder's ability to collaborate with other parties on shared goals; 	WEIGHT 6
		 Understanding of the project and need; References' overall satisfaction with Bidder; References' comfort with recommending the Bidder to Alameda County; Whether Bidder would be used again by Reference; and Any other information that would assist in Alameda County's' work with the Bidder. 	

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
	, , , , , , , , , , , , , , , , , , ,		(16) Section Subtotal
	the Priority Population	 population including: Behavioral, academic, socio-economic, and cultural/linguistic needs, issues and challenges; Risk factors and barriers; and School-specific population and community needs, as related to school culture and climate? 	8
6. BIDDER EXPERIENCE, ABILITY AND PLAN	ii. Experience with Priority Population	 How well does Bidder demonstrate experience working with the priority population including: Providing services to the priority population; Developing and implementing strategies for addressing the mental health barriers faced by the priority population; Designing culturally responsive, trauma-informed and family driven services; Implementing CANS or similar assessment tools; and Providing mental health services in a school-based setting? 	8
	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 Service Delivery Approach.		(18) Section Subtotal
	i. Service Delivery to Clients	 How well-matched is Bidder's plan to provide services, including: How services will be trauma-informed, culturally and linguistically responsive, client-centered, and conducive to a learning environment; 	9

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
		 What a set of SBBH services might look like, including related supports; and Plan to outreach to and engage students and families in services. 	
	ii. Supports and interventions	 How well-matched is Bidder's plan to provide services, including: Proposed menu of supports and interventions (both Medi-Cal and MHSA-funded) and how these work together to support the students' academic performance and incorporate all three components (family support and engagement, school culture and climate, and caseload-related services and supports); and Proposed coaching supports to school faculty and staff. 	9
	Bidder's response to follo	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 Planned Staffing and Organizational Capacity .	

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
	i. Planned Staffing Structure	 How well-matched is Bidder's staffing plan, including: How appropriate is proposed plan for program staffing including staff positions, staff education and/or experience, language capacity, roles, responsibilities, and supervision structure? How well does Bidder identify tasks necessary to provide program services? How well does Bidder describe how tasks will be assigned to staff? How well matched is Bidder's plan for hiring, training, supervising, and retaining staff? How well do staff reflect the priority population and language profiles? How appropriate is Bidder's plan for supervision and oversight of proposed program components? 	8
	ii. Capacity and Organizational Infrastructure	 How well does Bidder describe its organizational infrastructure, and how well-matched to the proposed services is this infrastructure, including: How program services will be integrated into Bidder's existing organizational structure and services? How well does Attachment 1 reflect this? Capacity or plan to track and enter data following County requirements; and Capacity or plan to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements? 	8
	d. 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 Forming Partnerships and Collaboration.		(8) Section subtotal
	i. Partnerships and Collaboration	How well does Bidder describe its experience forming partnerships and collaborations, including:	8

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
		 Experience building and sustaining a classroom team that can address the educational and mental health needs of the priority population; Experience with and plan to maximize participation in the COST process; Experience forming productive school-based collaborations; and Experience with and strategies to adapt to school-specific cultures and processes? 	
	e. 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 <i>Tracking Data and Outcomes</i> .		(4) Section subtotal
	i. Track Data and Outcomes	 How well does Bidder demonstrate experience with data collection and electronic data and/or tracking systems? How appropriate are proposed benchmarks and plan for monitoring progress against MHSA-funded outcomes, with rationale? 	4
	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)
7. COST	i. Cost Co-Efficient	 Low bid divided by low bid x 5 x weight = points For example: \$100,000 / \$100,000 = 1 x 5 x 5 = 25 points Low bid divided by second lowest bid x 5 x weight = points Low bid divided by third lowest bid x 5 x weight = points Low bid divided by fourth lowest bid x 5 x weight = points 	2

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
	ii. Budget iii. Budget Narrative	 How well-matched is Bidder's budget to the proposed program? How well does the budget capture all activities and staff proposed in the Budget? How well does Bidder allocate staff and resources? How appropriate are the staffing and other costs? How much value does the proposal add considering the cost of the program, expected outcomes and the number of clients served? How well does the narrative detail how Bidder arrived at particular calculations? How well does Bidder "show the work"? 	8
		d and assign a score based on how detailed and specific the ving questions which will become the total score under hedule.	(12)
8. IMPLEMENTATION SCHEDULE AND PLAN	i. Implementation Plan	 How detailed and specific is Bidder's response? How realistic does Bidder account for timeline to complete each specified milestone? Milestones include: Hiring School coordination Parent and family engagement 	6
	ii. Identification and Strategies for Mitigation of Risks and Barriers	 How thorough, thoughtful, and realistic is Bidder's identification of challenges and barrier mitigation strategies? How well does Bidder assess barriers? How creative and solution-oriented are Bidder's strategies? 	6

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
EXHIBITS	Exceptions, Clarifications and Amendments	Complete/Incomplete Meets Minimum Requirements/ Fails to Meet Minimum Requirements	N/A
ORAL INTERVIEW, IF APPLICABLE	Criteria are created with the CSC/Evaluation Panel.		10
PREFERENCE POINTS, IF APPLICABLE	SLEB Local (not SLEB certified)	Five Percen Five Percen	, ,

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 a single or 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.
- 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.
- 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 <u>upon written request</u> 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.
County	When capitalized, shall refer to the County of Alameda.
Culturally and Linguistically Appropriate Services (CLAS)	Services that are respectful of and responsive to the health beliefs, practices, and needs of diverse patients.
Educationally Related	Previously referred to as AB 3632. These are services provided to a
Mental Health Services (ERMHS)	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	Settlement of lawsuit against the state in 1995 expanded Medi-Cal
Screening, Diagnosis and Treatment (EPSDT)	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 vacation=1,920). Someone working 1,440 hours during the year represents 1,440/1,920=.75 FTE.

Individual Education	A written document developed for each public school child who is				
Plan (IEP)	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.				
Letter of Agreement	,				
(LOA)	responsibilities, collaboration, and communication regarding				
	services being provided.				
Licensed Practitioner of	<u> </u>				
the Healing Arts (LPHA)	registered with the California Board of Behavioral Sciences, usually				
(registered MFT/ASW interns; psychologists who are waivered 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	Proposition 63, also known as the Mental Health Services Act,				
Act (MHSA)	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.				
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)	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.				
Restorative Justice	An approach to justice in which the victim and the offender discuss				
	the harm done, with the aim of giving a voice to the victim and an				
	opportunity for the offender to understand the impact of their actions.				
School-Based	An array of mental health services designed to support students'				
Behavioral Health	social-emotional learning and address barriers to learning.				
(SBBH)					
(333:1)					
SLEB	Small Local Emerging Business				

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.	Pro	oosa	al 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.
		d.	Attachments: Bidders must submit all Attachments as part of their bid packet. Attachment 1: Organizational Chart
2.			B-1: Budget: must complete all tabs in the budget workbook.
3.	the I certified the results the results accordingly.	ry bi Fillal fied, name Cou conti ordin	dder must fill out and submit a signed SLEB Partnering Information Sheet in ole Forms Template, indicating their SLEB certification status. If bidder is not the name, identification information, and goods/services to be provided by ed CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the slep participation requirement must be stated. Any CERTIFIED SLEB ractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) ag to the instructions. All named SLEB subcontractor(s) must be certified by of bid submittal.
4.	Exh	ibit	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 the 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 <u>fifth (5th)</u> 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
 - <u>General Requirements:</u> 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 unders	signed also	acknowledg	ges <u>ONE</u>	of the f	following. Pleas	e 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							
acce		ication docui			ND ACCEPTAN	ICE	
Official Name of Bi	dder						
Street Address Lin	e 1						
Street Address Lin	e 2						
City			State			Zip	
Webpage							
Type of Entity/Organization		Corporation			☐ Joint Ven	ture	
Structure		imited Liabilit	y Partners	ship	☐ Partnersh	nip	
		imited Liabilit	y Corpora	ition	☐ Non-Profi	t / Church	
		Other					
Jurisdiction of Organizational Structure							
Date of Organization	onal				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 <u>definition of a SLEB</u> (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/).

☐ BIDDER IS A CERTIFIED SLEB (sign at bottom SLEB BIDDER Business Name:	
	SLEB Certification Expiration Date:
NAMED BELOW FOR THE FOLLOWING GO	LL SUBCONTRACT% WITH THE SLEB ODS/SERVICES:
SLEB Subcontractor Business Name:	
	SLEB Certification Expiration Date:
SLEB Certification Status: Small / Er	
NAICS Codes Included in Certification:	
SLEB Subcontractor Principal Name:	
SLEB Subcontractor Principal Signature:	Date:
	contractors that receive contracts as a result of this b-based ELATION SYSTEMS. ELATION SYSTEMS
will be used to submit SLEB subcontractor participat	tion including, but not limited to, subcontractor
	tion including, but not limited to, subcontractor
will be used to submit SLEB subcontractor participat contract amounts, payments made, and confirmation	tion including, but not limited to, subcontractor n of payments received.

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
A	Commercial General Liability 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
В	Commercial or Business Automobile Liability 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
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D E	Professional Liability/Errors and Omissions Includes endorsements of contractual liability Employee Dishonesty and Crime	\$1,000,000 per occurrence \$2,000,000 project aggregate Value of Cash Advance

F Endorsements and Conditions:

- 1. ADDITIONAL INSURED: 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.
- 2. **DURATION OF COVERAGE:** 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.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** 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.
- 4. **INSURER FINANCIAL RATING:** 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.
- 5. **SUBCONTRACTORS:** 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.
- 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - 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.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
- 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
- 8. **CERTIFICATE OF INSURANCE:** 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:
 - Alameda County ACBH, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606

Certificate C-4 (ACBH) Non-profit Form 2003-1 (Rev 3/31/10)

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.

List below req with your bid r	uests for clari esponse.	fications, exc	eptions and amendments, if any, to the RFP and associated proposal, and submit
The County is	under no oblig	gation to acce	pt 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.	Bidder takes exception to

Bidder Name:

^{*}Print additional pages as necessary

G. MEDI-CAL REQUIREMENTS FOR SERVICE PROVIDERS

Training Session (ACBH Unit)	Overview	Covered Topics	Who should attend from your agency
Data Collection Provider Relations (800) 878-1313 Training Available upon Request and as needed	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.	 INSYST System-Overview Client Referrals Verifying Client Eligibility- Overview Client Registration Client Episodes Service Entry- Direct, Indirect, MAA, FSP etc. Disallowed Claims System CSI Information Invoicing and Deadlines INSYST Reports Reference Information/Terms and Definitions 	Administrative Manager Clinical Manager Business Office Manager Data Entry Staff Front Desk Clerical
Medi-Cal Eligibility Verification Provider Relations (800) 878-1313 Training Available upon request and as needed	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.	 Terminology How to Verify Medi-Cal Eligibility- Internet How to Verify Medi-Cal Eligibility- AEVS MMEF Process Medi-Cal Claim Process Error Correction Report SOC Procedures Provider Responsibilities and Expectations 	Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical
INSYST Training Information Systems (510) 567-8181 Training is scheduled on an as needed basis To enroll in training complete a User Authorization Form available online at: www.acbhcs.org/providers/INSYST/INSYST.htm	This is a hands on training for learning how to navigate and input client information into the INSYST system.	 Navigating through INSYST Registration Open/ Close Episodes Service Entry Reports Utilization Review 	Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical

Training Session (ACBH Unit)	Overview	Covered Topics	Who should attend from your agency
Medi-Medi Documentation Trainings Quality Assurance (510) 567-8105 Visit QA's website for their training schedule: http://www.acbhcs.org/providers/QA/QA.htm	This training provides information on required clinical documentation and assists providers in their Compliance efforts.	 Clinical documentation Coding Timelines Staffing 	Management/ QA Staff, direct service staff, as determined by the Mental Health Plan
Clinical Quality Review Team (CQRT) Ongoing Training Quality Assurance (510) 567-8105 Visit QA's website for their training schedule: http://www.acbhcs.org/providers/QA/QA.htm	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.	 Medical Necessity Medi-Medi Chart Documentation Standards Quality of Services Service Codes 	Clinical Supervisors, Quality Assurance Directors, and/or lead staff who are Licensed LPHA, Waivered, or registered LPHA.

H. 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 ACBH?

** Providers should be informing their ACBH 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 ACBH, and services cannot start at an approved site until certain minimum requirements, such as fire clearance, are in place. Providers should contact their ACBH 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 ACBH. **

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	Specialized new programs/ sites, such as residential, crisis residential and/or outpatient services in a group home setting			Provider	 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) 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
2. Secure Fire Clearance and send to ACBH Network Office, and also to ACBH QA for programs which will be billing to Medi-Cal	 All new programs/sites which bill to Medi-Cal Most other new programs/sites which provide direct onsite services to clients 			Provider	 Timeline for scheduling fire clearance can vary by jurisdiction, but it can be several months For school sites, specify that you are requesting fire clearance for an individual clinical space or classroom versus the whole school At a given location, the fire clearance must specify all suite numbers, classrooms and addresses where service delivery will occur A new fire clearance will generally be needed before moving to a new suite number or classroom, even if it is within the same building or on the same school campus When items are out of compliance, fire jurisdiction or fire inspection company may

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
					 invoke a plan of correction and need to come back, extending the timeline 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 There is a nominal cost for fire clearance, generally between \$80-100
3. Apply for new organizational National Provider Identifier (NPI) Number or a change of address for an existing NPI, and report to ACBH Network Office and QA	Providers which have no existing NPI at this site, and will be adding a new program/site which will enter services into a ACBH-approved data entry and claiming system			Provider	 Timeline can vary from 72 hours to 45 days Applying electronically on the NPPES website (https://nppes.cms.hhs.gov/NPPES/Welcome.do) is recommended as this can sometimes be faster Record and secure your NPPES username, password and security questions as this can be important in the future Customer Service can reset your password if needed More information available here: http://www.acbhcs.org/providers//npi/npi.htm 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)
Negotiate new or updated contract	All new programs/sites			 ACBH Network Office Provider 	 ACBH Network Office Contract Managers will work with internal ACBH partners to send draft Exhibit A Language for provider to respond to, and Budget Template for provider to complete 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 More information about standard Exhibits and contracting is available at:

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
5. Complete training on programmatic and fiscal contractual requirements	Providers which have not had a similar type of contracted program with ACBH, or may benefit from additional training in this area			Provider	 http://www.acbhcs.org/providers/network/cbos.htmm Should generally occur prior to finalizing the contract, but timing can be later for some topics Contact your ACBH 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.)
6. Contact ACBH 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	 Timeline can vary from 4-8 weeks 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 More information available here, under Item 16: Medi-Cal Site Certification: http://www.acbhcs.org/providers/QA/qa_manual.htm
7. Issuance of ACBH Site Certification Letter to Provider and ACBH Network Office	New programs/sites which will be billing to Medi-Cal			ACBH QA	 Timeline can vary from 2-8 weeks 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 ACBH Provider Relations requests the Provider Number from DHCS QA will not issue Site Certification Letter until they have NPI and confirmation that all corrective action items have been addressed
8. Request of new Reporting Unit (RU) or change of	New programs/sites which will be assigned a RU for entry of services into a ACBH-approved			ACBH Network Office	 Timeline can vary from 14-45 days Process cannot be initiated prior to receipt of the Medi-Cal Site Certification for new programs/sites which will be billing to Medi-Cal

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
address to an existing RU ⁶	data entry and claiming system				Needs to be routed through multiple ACBH Units for approval and set-up
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 ACBH-approved data entry and claiming system			ACBH Provider Relations	 Provider will receive email notification from ACBH Provider Relations Provider should contact ACBH Network Office Fiscal Contract Manager for questions around assigned procedure codes which can be billed through new RU Provider should contact ACBH QA for questions about appropriate use of assigned procedure codes for service delivery and documentation
10. Complete Initial Data Collection Training with ACBH Provider Relations	New programs/sites which will be assigned a RU for entry of services into a ACBH-approved data entry and claiming system, and have not had experience in this area or may benefit from additional training			Provider	 Should occur just before the start of services ACBH Provider Relations will contact the identified provider liaison to set-up Prior to the training, ACBH 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) 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
11. Complete Clinical Documentation Training with ACBH QA	New programs/sites which will be billing to Medi-Cal and have not had experience in			Provider	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)

⁶ 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
	this area, or may benefit from additional training				 Provider should check training schedule at http://www.acbhcs.org/providers/QA/Training.htm More information available here: http://www.acbhcs.org/providers/QA/qa_manual.htm
12. Complete initial training on entering data into the electronic data entry and billing system with ACBH Information Systems (IS)	New programs/sites which will be assigned a RU for entry of services into a ACBH-approved data entry and claiming system, and have not had experience in this area or may benefit from additional training			Provider	 This is set-up by ACBH after the required Initial Data Collection Training when the requests are submitted for ACBH system user authorization and staff identification numbers More information available here: http://www.acbhcs.org/providers/Insyst/Insyst.htm New program/site should have one week of service data to enter at the time of the training
13. Complete initial training on Medi- Cal eligibility with ACBH 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	 This should occur within 1-2 weeks after the required Initial Data Collection Training This is set-up by ACBH after the required Initial Data Collection Training This is also called the Health Information Technician (HIT) Training
14. Complete Medicare enrollment	New programs/sites which will be billing to Medi-Cal and serve adults over age 21 years and have not			Provider	 This should be completed within one month of the start of services Enroll with Medicare at: https://www.cms.gov/ Provider Relations plays point on this on behalf of ACBH

What needs to be completed?	Which programs does this apply to?	Does this apply?	Date complete?	Who is responsible?	Notes
	had experience in this area, or may benefit from additional training				Submit 7P10 to ACBH Provider Relations to start this process
15. Complete training on billing to other health insurance from ACBH 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	 This should be completed within one month of the start of services This is set-up by ACBH after the required Initial Data Collection Training
16. Participate in ACBH Continuous Quality Review Team (CQRT)/Authoriza tion process	New providers or existing providers with new programs which will be billing to Medi-Cal			ProviderACBH QA	 Contact QA 1-2 months prior to start up for TA and to schedule first CQRT meeting If new to documenting to Medi-Cal standard, providers participate in ACBH 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 If provider has experience documenting to Medi-Cal standards, the ACBH QA Office, after an assessment, may excuse the provider from participating in ACBH' CQRT or may require participation until proficiency is demonstrated.

Who should I contact for questions/further information?

ACBH Unit	Topic	Who to Contact

IS	Entry of services into a ACBH- approved data entry and claiming system	Help desk, at: 510-567-8181 or HIS@acbhcs.org
Network Office	Contract Negotiation/Contracting/Set-Up of New RUs	Assigned Contract Managers, specified online at: http://www.acbhcs.org/providers/network/docs/Contract_Management_Teams_List.pdf
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: SiteCertification@acgov.org
	Other QA/Documentation Questions	Assigned TA Contact, specified online at: http://www.acbhcs.org/providers/QA/QA.htm

I. MEDICAL NECESSITY FOR SPECIALTY MENTAL HEALTH SERVICES

STATE DEPARTMENT OF MENTAL HEALTH MEDI-CAL MANAGED CARE Medical Necessity for Specialty Mental Health Services that are the Responsibility of the Mental Health Plan

Must have all, A, B, and C:

A. Diagnoses

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided:

Included Diagnoses:

- Pervasive Developmental Disorders, except Autistic Disorder which excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia & Other Psychotic Disorders
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other conditions, including V-codes, that may be a focus of Clinical Attention (Except medication induced movement disorders which are included.)

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

Excluded Diagnoses:

- Mental Retardation
- Learning Disorders
- Motor Skills Disorder
- Communication Disorders
- Autistic Disorder (Other Pervasive Developmental Disorders are included.)
- Tic Disorders
- Delirium, Dementia and Amnestic and other Cognitive Disorders
- Mental Disorders due to a General Medical Condition
- Substance-Related Disorders

B. Impairment Criteria

Must have one of the following as a result of the mental disorder(s) identified in the diagnostic (A") criteria: Must have one, 1, 2, or 3:

- 1. A significant impairment in an important area of life functioning, or
- 2. A probability of significant deterioration in an important area of life functioning or
- Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current DHCS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have all, 1, 2, and 3 below:

- 1. The focus of proposed intervention is to address the condition identified in impairment criteria "B" above, and
- It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), and
- 3. The condition would be responsive to physical healthcare based treatment.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty MH treatment goals.

J. EXHIBIT E: SBBH LETTER OF AGREEMENT

Letter of Agreement
Between
School-based Mental Health Provider (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 and between the School-based Mental Health Provider ("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 (BHCS) contracted service provider XXX who will provide school-based Early and Periodic Screening Diagnosis and Treatment (EPSDT) mental health services to Medi-Cal beneficiaries who attend 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

EPSDT is a federal and state Medicaid health care program. In 2003, Alameda County Behavioral Health Care Services (BHCS) began to expand these services to schools within Alameda County. In order to meet this need, BHCS has contracted with many community based organizations to expand mental health services for children and youth who qualify for EPSDT. 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. Beginning on January 1, 2014 Medi-Cal Managed Care Plans (MCPs) and primary care providers are expected to provide mental health services to individuals with mild to moderate impairments. Medi-Cal beneficiaries that meet medical necessity criteria with moderate-severe impairment will be referred to Behavioral Health Care Services (BHCS) for Specialty Mental Health Services.

Alameda County BHCS is part of a larger Managed Health Care plan that provides health care services to youth and their families who meet service criteria. One of the ways to provide these services and make them accessible to families is to provide support in schools. EPSDT Services are limited to services that are covered in the Medi-Cal insurance plan thus limiting the amount of supports not covered in the insurance plan.

A. School District Agrees To:

1. Provide dedicated and confidential clinical space the 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).

- 2. Provide access to at least one dedicated confidential space to be used to be used for group services, family meetings, and other psycho- educational group activities.
- 3. Have a dedicated on-site school administrator and/or designee who can be the point of contact for the school-based mental health provider.
- 4. Have regular meetings with the school-based mental health provider to discuss school-based services. Teacher and other faculty and staff may be involved in these meetings.
- 5. Assist in the identification and referral of students who may be displaying behaviors that may be related to mental health challenges.
- 6. Actively participate in and refer students of concern to the Coordination of Service Team (COST) to be triaged and refereed to appropriate support services.
- 7. Ensure that school faculty and staff are informed about the mental health referral process for both school-based services and are willing to partner with the school-based mental health provider to support the students and their families.
- 8. As needed, integrate a mental health provider into staff meetings, staff development trainings, IEP process/student assistance team as needed.
- 9. Encourage parental involvement in the mental health assessment and treatment process.

B. School-based Mental Health Provider agrees to do the following:

- 1. Provide qualified mental health staff to support the school-based mental health services as outlined in their contract with Alameda County Behavioral Health Care Services.
- 2. Screen any child referred for mental health supports for EPSDT/Medi-Cal service eligibility.
- 3. Accept referrals from school into services when appropriate and consistent with EPSDT eligibility criteria, and refer out if service and/or eligibility criteria is not met.
- 4. 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.
- 5. 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.
- 6. Communicate with school administration and/or designee of any immediate safety concerns resulting in s 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.
- 7. Periodically meet with school site and/or district level administration regarding the effectiveness of the school-based mental health services.
- 8. 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.

- 9. Provider will follow QA guidelines and attend Clinical Quality Review Team (CQRT) meetings with respect to ongoing authorization for services.
- 10. Provider will participate in BHCS outcome measure collection and will share unique outcome measures that they collect with BHCS.

C. School-based Mental Health 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 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.
- Office furniture and group room furniture 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:

Manager/Director Name

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, BHCS 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.

SBBH Agency Provider Name	SBBH Agency Program

$${\it Page}\>|64\>$ SCHOOL-BASED BEHAVIORAL HEALTH SERVICES RFP #19-05>

Name of School Name	School Administrator/Designee
Date	Date_
SBBH Agency Program Manager/ Director Signat	ure School Administrator/Designee
Signature	