

**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (ACBH)
REQUEST FOR PROPOSAL (RFP) 24-03
SPECIFICATIONS, TERMS & CONDITIONS
FOR
COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE)
COURT SUPPORTIVE SERVICES**

INFORMATIONAL MEETING/ BIDDERS' CONFERENCES

Date	Time	Location
Monday April 1, 2024	10:00 am – 11:30 am	Microsoft Teams Meeting See page 16 of RFP for meeting details
Tuesday April 2, 2024	2:00 pm – 3:30 pm	

PROPOSALS DUE
by 2:00 pm on May 2, 2024
to
ACBH Procurement
Email: procurement@acgov.org

Proposals received after this date/time will NOT be accepted.

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Care Services (hereafter ACBH or County) to seek proposals to provide supportive mental health services for participants of the Alameda County Community Assistance, Recovery, and Empowerment (CARE) Court.¹ Program services and supports shall include, but not be limited to, outreach, engagement, referrals, evaluation, assessment, screening, care coordination, linkages, follow up, and direct mental health services. The provider will also conduct activities and provide support to individuals related to CARE Court proceedings including but not limited to assisting participants in attending CARE Court proceedings, creating and filing progress reports, and collecting and reporting state specified data.

ACBH intends to award one contract to the Bidder 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 **\$5,700,672** in annual funding through State of California funds, allocated as follows:

Two Outreach and Engagement Teams	\$2,328,450
One Case Management Team	\$3,372,222
<i>Outpatient Services</i>	\$2,715,295
<i>Non Medi-Cal Billable²</i>	\$656,927
TOTAL	\$5,700,672

Any contract that results from this RFP process will be prorated for the first fiscal year at the contract start date and will be reimbursed, based on most recent standards, on a Fee-For-Service (FFS) rate basis³ for outpatient services that are billed to Medi-Cal. Non-clinical services for outreach and engagement and client supports will be reimbursed at cost. There will be a three-month start-up period based on actual costs.

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

¹ CARE Court/Act <https://www.courts.ca.gov/48654.htm>

² Client Supportive Expenditures shall be capped at \$440,910

³ The FFS rates, as of the date of this RFP, are listed in the below table. These rates may be increased in subsequent fiscal years.

Case Management	FFS Rate	\$180.19	per staff hour
Mental Health Services	FFS Rate	\$249.00	Per staff hour
Medication Support	FFS Rate	\$460.78	Per staff hour
Crisis Intervention	FFS Rate	\$368.18	Per staff hour

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. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBH.

ACBH does not discriminate against Bidders that serve high-risk populations or specialize in conditions that require costly treatment. Further, the County does not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification.⁴

B. BACKGROUND

Approved by the Governor of California in 2022 in partnership with the State Department of Health Care Services (DHCS), the CARE Act provides comprehensive treatment, housing, and support services to Californians with complex behavioral health care needs. Central to the CARE Act is the establishment of CARE Courts, through which family members, behavioral health providers, and other parties may refer individuals with schizophrenia spectrum and other psychotic disorders. Through the CARE Court system, participants are provided with a clinically appropriate, community-based set of services and supports that are culturally and linguistically competent.⁵ CARE Court services are funded by the State of California and County funds as available.

C. SCOPE/PURPOSE

The CARE Court system is designed to provide supportive services to the priority population: individuals with schizophrenia or other psychotic disorders as identified by the Diagnostic and Statistical Manual (DSM-5), for whom a specific family member, housemate, first responder, and/or behavioral health worker requests court-ordered treatment, services, support, and housing resources under the CARE Act. They may have a co-occurring substance induced psychotic disorder as the primary diagnosis. Eligible clients must be 18 years or older and not yet clinically stabilized in on-going treatment.⁶

⁴ In compliance with 42 CFR § 438.214 as a Prepaid Inpatient Health Plan (PIHP).

⁵ CARE Act: <https://www.chhs.ca.gov/care-act/>

⁶ CARE Act/Court eligibility criteria: <https://www.courts.ca.gov/documents/CARE-Act-Eligibility-Criteria.pdf>

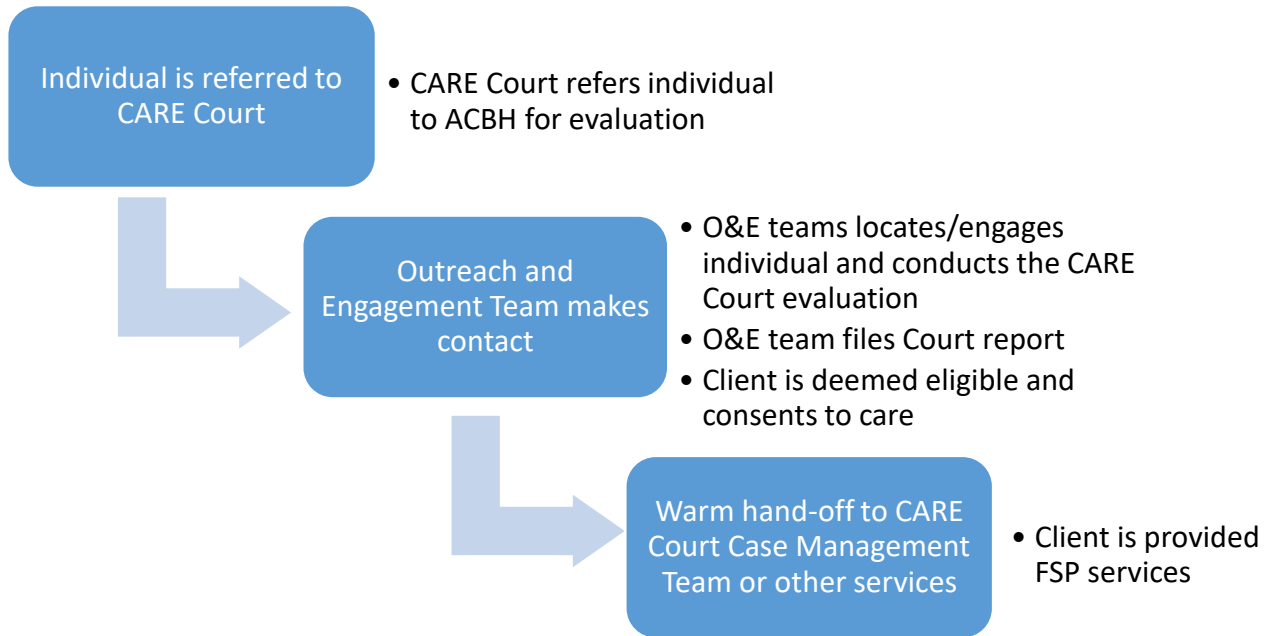
In response to the CARE Act, ACBH intends to establish three closely coordinated Care Court teams: two Outreach and Engagement (O&E) teams and one Case Management team. These teams will work together to stabilize individuals in the community while being monitored by the CARE Court.

1. **Outreach and Engagement (O&E) Teams:** These two teams receive and locate CARE Court referrals and help them navigate the CARE Court system until a warm handoff to treatment and/or case management occurs. These teams will operate similarly to the in-home outreach team (IHOT) service model. Teams will be expected to outreach into the community to locate the referred individual wherever they may be, evaluate the potential beneficiary. Although it's titled "in-home" outreach team, home is defined as where the person is currently located, be it on the streets, in jail, with family, or other places in the community. These teams will seek to engage 40 referrals at any point in time, per team, for up to 90 days at which time the individual may either become part of the Case Management team, determined ineligible, or unable to be located. The annual caseload per team may be up to 300 individuals. Contractor shall make efforts to link individuals determined to be ineligible for the Case Management team to other community resources appropriate to their needs.

These teams will be part of ACBH's Adult and Older Adult System of Care.

2. **Case Management Team:** This team follows the Full-Service Partnership (FSP) model, and will follow-up with at least 100 individuals per year, once they are in the CARE Court system with an active care plan, to provide FSP level services. This team will follow active CARE Court participants through their court processes for up to one year (one additional year if permitted by the Court) until they are released by the Court. At that point, the individual will be referred to a larger system of care for appropriate ongoing services.

This team will be part of ACBH's Forensic Diversion and Re-entry System of Care.



The CARE Court O&E and Case Management Teams must be closely aligned and in regular communication to ensure clients remain engaged in services and participate in the Court process.

Referrals will come through the CARE Court process. The Court may require that individuals participate in the program for up to 12 months with the option to continue in the program for 12 additional months, based on CARE Court order.

The overall program should be designed to accomplish the following:

- Engage referred clients;
- Improve the ability of clients to achieve and maintain an optimal level of functioning and recovery;
- Reduce client criminal justice involvement and recidivism;
- Reduce client hospitalizations and utilization of emergency health care services for mental health and physical health issues;
- Work with clients to reduce or cease substance use;
- Improve the ability of clients to secure and maintain stable permanent housing in the least restrictive and most integrated living situation appropriate to meet their needs and preferences;
- Connect clients with ongoing primary healthcare services and coordinate healthcare services with clients' primary care providers;
- Ensure that clients obtain and maintain health insurance;
- Ensure that clients obtain and maintain enrollment in public benefits programs for which they are eligible;
- Increase educational and/or vocational attainment among clients;

- Help clients to increase their monthly income and financial assets;
- Decrease social isolation among clients; and
- Assist and empower clients to transition into the least intensive level of service appropriate to meet their needs.

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 experience providing services to the priority population (individuals with schizophrenia or other psychotic disorder) within the last four years;
- Have at least two years of experience providing intensive mental health services, such as IHOT and/or FSP; and
- Have at least two years of experience billing Medi-Cal for Specialty Mental Health Services through a County within the last three years.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications. Please note, ACBH will disqualify proposals that:

- Do not demonstrate that Bidder meets each of the specified Bidder Minimum Qualifications;
- Exceed the contract maximum amount;
- Are unreasonable and/or unrealistic in terms of budget, as solely determined by ACBH;
- Submitted with subcontractors performing any portion of the direct services described in the RFP.

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 Outreach and Engagement Team services, including:
 - Outreach and engagement;
 - Evaluation;
 - Screening;
 - Assessment;
 - Referrals to other services and supports;
 - Care coordination;
 - Linkage; and
 - Follow-up.

- Provide Case Management services, including:
 - Outreach and engagement;
 - Mental health services, including but not limited to assessment, plan development, therapy, rehabilitation and family engagement;
 - Case management/brokerage and service linkage;
 - Medication support;
 - Crisis intervention;
 - Integrated co-occurring services;
- Submit reports including, but not limited to, court investigations, status updates, and data submissions, as required by the CARE Court Act;
- Follow the ACT model to fidelity by Year 2 of the program;
- Participate in ACT Fidelity reviews on an annual basis;
- Attend ACBH Adult/Older Adult and Forensic, Diversion and Re-entry System of Care meetings:
- Manage and retain qualified and diverse program teams;
- Draw from evidence-based practices including but not limited to:
 - Motivational Interviewing
 - Stages of Change
 - Peer Support Model
 - Psychosocial Education
 - Wellness Management and Recovery; and
 - Individualized culturally-affirming practices to meet the beneficiaries' wants and needs
- Conduct ongoing monitoring to ensure that staff who are providing clinical services have a valid license and have no restrictions;
- Plan for and implement continuous training and quality improvement, including but not limited to cultural and linguistic responsiveness;
- Promote cultural responsiveness and multi-culturalism using Culturally and Linguistically Appropriate Services (CLAS),⁷ which includes tracking and reporting to ACBH any trainings or activities that meet the CLAS requirements;
- Conduct data entry in a timely manner, as instructed, using the County's electronic information management and claiming system;
- Complete trainings required to access and input data into County's electronic information management and claiming system;
- Complete other trainings as required or requested by the County;
- Submit an attestation confirming employee validation against Office of the Inspector General (OIG) and Other Exclusion Lists;
- Submit a Medi-Cal Administrative Activities (MAA) Claim Plan. Once approved, the program shall maximize earning potential available through MAA, while following all State and Federal Regulations and Requirements.

⁷ https://cccm.thinkculturalhealth.hhs.gov/PDF_Docs/CLASStandards.pdf

<https://www.dhcs.ca.gov/services/Documents/MH-MAA-Implementation-Plan-Revised-7.1.21.pdf>

- Complete required ACBH MAA trainings;
- Program staff are required to report their time using Individual Staff Log (ISL), to use proper procedure codes and to submit their ISL monthly;
- Awarded Contractors without MAA billing experience are expected to bill MAA within six to eight months of contract start date, after completing required MAA trainings.
- Adhere to the Medi-Cal, state and federal requirements listed in Appendix I: Other Requirements.

F. BIDDER EXPERIENCE, ABILITY AND PLAN

1. Understanding of and Experience with Priority Population Needs

The priority population for these services is adults 18 years and older with schizophrenia or other psychotic disorders, and who have been referred through the Alameda County CARE Courts.

This population may have had sporadic contact with law enforcement, Psychiatric Emergency Services, Mobile Crisis Teams, medical emergency departments, lower levels of care, or outpatient programs, but have not been consistently engaged in treatment. Individuals might have a co-occurring SUD or be experiencing homelessness. The mental health symptoms and substance use may contribute to functional impairment in activities of daily living, social relations, and/or ability to sustain housing.

Eligibility is based on the following:

- Eighteen years of age or older;
- Currently experiencing a severe mental illness and has a diagnosis identified in the disorder class of schizophrenia spectrum and other psychotic disorders;
- Not clinically stabilized in on-going voluntary treatment;
- Unlikely to survive safely in the community without supervision and the person's condition is substantially deteriorating, and/or the person needs services and supports to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to the person or others, as defined in Section 5150 of the California Welfare and Institutions Code;
- Participation in the CARE Court would be the least restrictive alternative necessary to ensure the person's recovery and stability; and
- It is likely that the person will benefit from participation in the CARE Court.

Successful Bidders will demonstrate knowledge and understanding of the needs, issues, challenges faced by the priority population. Bidders should identify strategies to help clients address barriers to engagement in treatment services and demonstrate experience in supporting the priority population. Bidders must demonstrate experience in providing comprehensive and effective outreach services that are culturally affirming and responsive

to the individuals in the priority populations, and a cultural understanding of the landscape in which they will be working.

Successful Bidders must also demonstrate experience in providing services, similar to the program model services, that include outreach and engagement to individuals who may be treatment reluctant.

2. Service Delivery Approach

This program intends to provide community-based behavioral health and support services to and engage individuals with untreated schizophrenia spectrum or other psychotic disorders not otherwise stabilized in the community through increased service options and enhanced care coordination and linkage.

The awarded Contractor will operate two separate but closely coordinated CARE Court programs:

Two Outreach and Engagement (O&E) Teams *40 participants at any point in time and approximately 300 participants annually, per team.* The two O&E teams will receive the CARE Court petition, conduct outreach to the referred individual, and support and conduct engagement of the beneficiary through the CARE Court evaluation process, for a maximum of 90 days. The O&E teams will also file a report to the CARE Court on their progress within 14 days of receipt of petition. If the individual is eligible for CARE Court Case Management services, the O&E teams will refer the individual on to the Case Management team. If the individual is not deemed eligible for CARE Court services and the petition is dismissed, the O&E team would continue to engage the individual in other services, including mental health, substance use services, physical health and benefits connects, with the goal of supporting the individual to safely live in the community. All outreach and engagement efforts will be tracked and documented, and the O&E teams will report status of connection to CARE Court within 14 days of the referral.

The primary services provided by the O&E Teams are listed above in Section E: Specific Requirements.

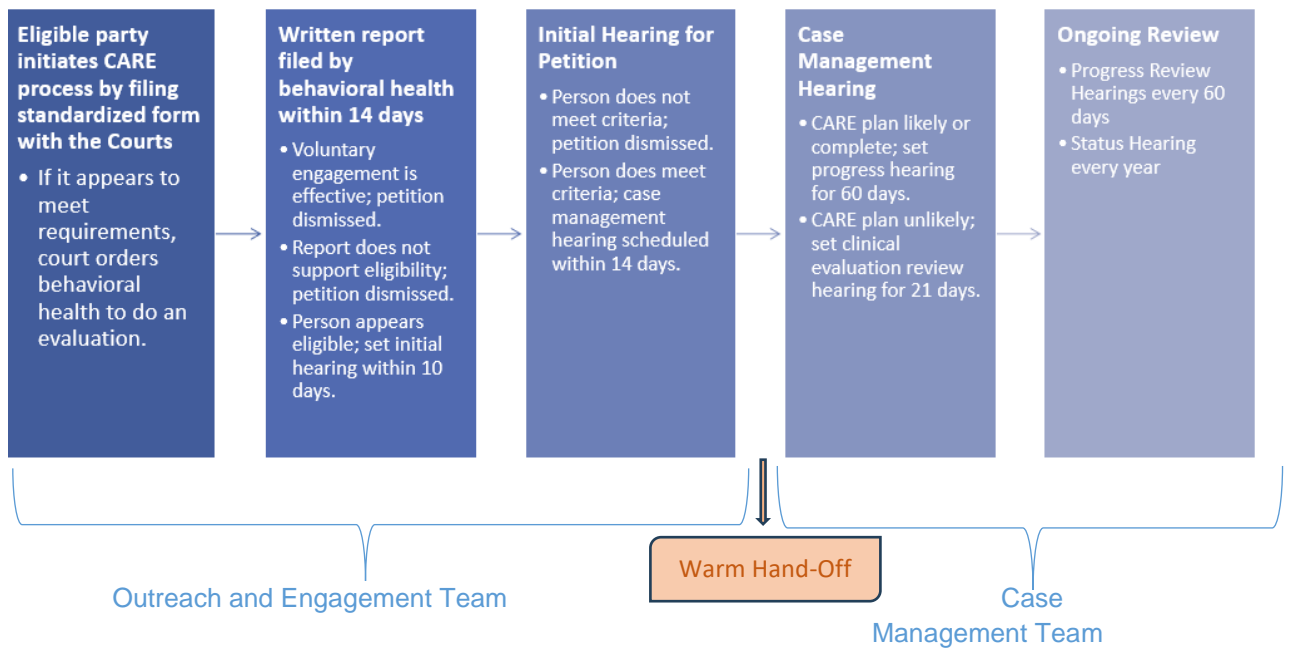
The Case Management Team *At least 100 participants annually.* This team will provide FSP services to individuals transferred from the O&E Teams and support their participation in the CARE Court process. The Case Management team will report to CARE Court within 14 days of transition to this team on program engagement and care plan implementation, and at least every 60 days thereafter to provide updates on progress and/or status of the individual, e.g., change in condition, housing status, other. Clients may graduate after 12 months of FSP services, with a possible one-year extension as granted by the Court. Clients may have the CARE Court petition dismissed at any time. Consistent with the FSP model, this team may also provide

other client support services and client support expenditures to support the needs of its clients.

The primary services provided by the Case Management Team are listed above in Section E: Specific Requirements.

The services must be implemented using high fidelity to the ACT/FACT EBPs. Based on the ACT model, a multi-disciplinary team is available around the clock to deliver a wide range of services in a person’s home or other community settings. The team members themselves provide a comprehensive array of services directly rather than through referrals. Caseloads are approximately one direct service staff for every 10 individuals served. Services are provided 24 hours a day, seven days a week, and wherever they are needed.

The flow of individuals through the CARE Court process is as follows:



Both teams will be expected to utilize the Community Health Record to assist with outreach and engagement efforts, and with continuity of care. If, during the Court proceedings, it is determined by clear and convincing evidence that the client is not participating in the CARE process or adhering to their CARE plan, the Court may terminate the client’s CARE process.

In their proposals, Bidders should propose their service delivery plan, in particular, the lifecycle of CARE Court services and engagement of clients who are not determined to be eligible for CARE Court services.

3. **Planned Staffing and Organizational Capacity**

Bidders shall include a staffing structure that is well matched to program services and goals. The minimum staff requirements by team are as follows:

Outreach and Engagement Teams (for two teams):

- 2.00 Full Time Equivalent (FTE) Supervisor
- 4.00 FTE Licensed Clinicians
- 2.00 FTE Mental Health Rehabilitation Specialist
- 4.00 FTE Peer/Family Support Specialist

Case Management Team:

- 1.00 FTE Program Director
- 2.00 FTE Licensed Clinicians
- 8.00 FTE Mental Health Rehabilitation Specialists, including:
 - Co-occurring Specialist
 - Employment Specialist
 - Peer Specialist
 - Housing Navigator
- 1.00 FTE Nursing Staff
- 1.00 FTE Medical Prescriber

Program-Wide:

- 1.00 FTE Data Analyst
- 1.00 FTE Administrative Staff

Bidders may propose additional program staff, as appropriate, to provide program services, to account for potential gaps in staffing, and to support and/or supervise program staff.

ACBH requires thoughtful staffing and organizational components that meet these requirements:

- Cultural and language consideration for the priority population to be served; and
- A multidisciplinary team that includes appropriately trained and licensed staff who will provide clinical and community support services to clients.

Bidders shall include in their proposal a plan for maintaining appropriate infrastructure, staffing, and hiring, which should include:

- Detailed staffing structure by O&E and Case Management teams, following the above minimum staffing requirements per team;
- Plan for hiring, training, and supporting program staff;
- Plan for providing appropriate and regular clinical supervision to program staff;
- Organizational capacity to support clients in meeting their treatment goals;
- Organizational capacity to track and report data following County and CARE Court requirements; and

- Organizational capacity or plan to build organizational capacity to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements including adjusting services or practices as needed to meet CalAIM requirements.

Bidders must also include in their proposal their overall organizational chart and where the program will sit within the agency. This should demonstrate the agency's infrastructure to ensure there is necessary oversight, supervision, and support to comply with the program requirements.

The program shall have the capacity to serve clients whose primary language is not English. Bidder shall attempt where possible to have program staff who are proficient in languages commonly spoken within the priority population and culturally responsive to the needs of the community that is being served. Bidder must meet Alameda County threshold languages requirements either through program staff or utilizing ACBH's contracted interpreter services.

4. Forming Partnerships and Collaboration

In order to meet the needs of the priority population, the awarded Contractor must leverage connections across County services and programs. Specifically, the awarded Contractor shall collaborate with:

- Alameda County District Attorney
- Superior Court of Alameda County
- Alameda County Public Defender
- Alameda County Public Guardians Office
- Alameda County Probation Department
- Alameda County Sheriff's Office
- Alameda County Social Services Agency
- Healthcare for the Homeless
- Physical health providers
- Mental health treatment providers
- Substance use treatment providers
- Benefits advocacy providers
- Other service providers to address whole person care needs of the beneficiaries

Bidders will propose their plan for creating new partnerships, building on existing partnerships, and establishing new relationships to support clients in meeting their needs. Bidders should demonstrate experience working with other service providers and agencies to support clients in linking with necessary services.

5. Ability to Track and Regularly Report Data

Programs will provide reports and assessments to representatives of CARE Court on scheduled timelines. Successful Bidders will demonstrate knowledge and understanding of the reporting expectations of CARE Courts, including reports due to the Court as follows:

- Within 14 days of receipt of petition
- Within 14 days of transition to the CARE Court Care Management team
- At least 60 days thereafter to report on progress and any status changes

The complete CARE Court data requirements are listed here: https://care-act.org/wp-content/uploads/2023/09/Data-Dictionary-Resource_County-Data-Flow-Chart_9.26.23.pdf.

Contractor shall provide services toward achieving the following quality and/or impact measures:

- A 50-60% engagement and connection rate for CARE court and/or other services as appropriate

ACBH reserves the right to determine and evaluate program measures and outcomes and to work with the awarded Contractor to alter their program and outcome measures in subsequent years. ACBH may support the awarded Contractor in tracking the outcomes data, however the awarded Contractor is expected to meet the above objectives.

Contractor shall input data into an electronic data collection and claiming system approved by ACBH. In addition, the awarded Contractor shall administer client satisfaction surveys.

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

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTACTS

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

The ACBH website <https://www.acbhcs.org/providers/network/rfp.htm> and the General Services Agency (GSA) website <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/> 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 County Selection Committee (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:

ACBH Procurement
1900 Embarcadero Cove, Suite 205
Oakland, CA 94606
Email: procurement@acgov.org

B. CALENDAR OF EVENTS

Event	Date/Location		
Request for Proposals (RFP) Issued	March 4, 2024		
Bidder's Written Questions Due	By 5:00 pm on the day of 2 nd Bidder's Conference – ACBH strongly encourages Bidders to submit written questions earlier.		
1 st Bidders' Conference	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Monday, April 1, 2024 10:00 am- 11:30 am</td> <td style="width: 50%;"> <p>Join via internet Click here to join the meeting Meeting ID: 211 767 078 023 Passcode: ZiVeVR</p> <p>Join via phone +1 415-915-3950, 871501384# (888) 715-8170, 871501384# Phone Conference ID: 871 501 384#</p> </td> </tr> </table>	Monday, April 1, 2024 10:00 am- 11:30 am	<p>Join via internet Click here to join the meeting Meeting ID: 211 767 078 023 Passcode: ZiVeVR</p> <p>Join via phone +1 415-915-3950, 871501384# (888) 715-8170, 871501384# Phone Conference ID: 871 501 384#</p>
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Addendum Issued	April 11, 2024		
Proposals Due	May 2, 2024 by 2:00pm		
Review/Evaluation Period	May 3 – June 14, 2024		
Oral Interviews (as needed)	June 14, 2024		
Award Recommendation Letters Issued	June 21, 2024		
Board Consideration Award Date	September 2024		
Contract Start Date	September 2024		

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, at the time of submission in order to be considered for the contract award. Bidders must be SLEB-certified or Local-certified at the time of bid submission in order to receive SLEB and/or Local preference points. These requirements can be found online at:

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

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 621330, 621420, 624190 and 624310

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

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

The County also encourages participation by minority and women-owned businesses.

D. BIDDERS' CONFERENCES

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

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

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

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

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

E. SUBMITTAL OF PROPOSALS/BIDS

1. All proposals must be received by ACBH **no later than 2:00 pm on the due date specified on the RFP cover and Calendar of Events in this RFP**. ACBH cannot accept late proposals.

ACBH shall only accept proposals at the email 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 email address cannot be considered and shall be returned to the Bidder unread/unopened.

All proposals 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. A single PDF copy of the proposal. Proposal is to be clearly marked on the cover; and
 - b. An electronic Excel copy of the completed Budget Worksheet.

Bidders shall ensure that proposals are:

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

3. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of proposal.
4. Submitted proposals shall be valid for a minimum period of eighteen months.
5. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
6. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government

Code Section 6250, et seq.) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).

7. 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 emailed 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.
8. 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.
9. 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.
10. 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.
11. As applicable, 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.
12. 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).
13. 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 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 30**. 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's sole discretion.

Table 1

The proposal sections, instructions and page maximums are contained in Table 1. **Proposal shall not exceed 30 pages excluding Exhibits and Attachments.** Bidders may use the Bid Response Template to submit their response.

Section and Instructions	Suggested Page Max.
1. TITLE AND TABLE OF CONTENTS	
Include a table of contents with page numbers indicating the location of each section of the bid.	N/A
2. SIGNED STATEMENTS:	
Review, complete, and submit the requested forms with your bid: <ul style="list-style-type: none"> • Exhibit A: Bidder Information and Acceptance • SLEB Partnering Sheet • OIG Attestation • Exhibit B: Exceptions, Clarifications, Amendments 	N/A
3. ORGANIZATIONAL CAPACITY AND REFERENCE	
a. Debarment and Suspension 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: <ul style="list-style-type: none"> • NPPES • OIG/LEIE database • SAM/EPLS data base • Medi-Cal and S&I database 	N/A
b. References 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 <u>six (6)</u> total references: three (3) current and three (3) former, please provide the following: <ul style="list-style-type: none"> • Company Name • Reference Name • Phone number • E-mail address • Services Provided/Date(s) of Service 	N/A

Section and Instructions	Suggested Page Max.
4. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY	
Complete and submit a synopsis of the highlights and benefits of each proposal.	1
5. BIDDER MINIMUM QUALIFICATIONS	
Describe and demonstrate how Bidder meets all of the criteria: <ol style="list-style-type: none"> 1. Have at least two years of experience providing services to the priority population (individuals with schizophrenia or other psychotic disorder) within the last four years; 2. Have at least two years of experience providing intensive mental health services, such as IHOT and/or FSP; and 3. Have at least two years of experience billing Medi-Cal for Specialty Mental Health Services through a County within the last three years. 	2
6. BIDDER EXPERIENCE, ABILITY AND PLAN	
Describe, in detail, Bidder's Clinical Understanding of and Experience with the Priority Population Needs , including:	
i. Bidder's understanding of and Experience with the priority population, including: <ul style="list-style-type: none"> • Needs, issues, and challenges faced by the priority population; • Experience with strategies to help clients address barriers to, and maintain engagement in services. • Experience with providing culturally affirming and responsive services to the priority population; and • A cultural understanding of the landscape in which services will be provided. 	3
ii. Bidder's experience providing intensive mental health services, including: <ul style="list-style-type: none"> • Services similar to FSP and IHOT; • Outreach and engagement to individuals that may be treatment reluctant. 	3
Describe in detail, Bidder's Service Delivery Approach , including:	
i. Bidder's plan to deliver services to clients: <ul style="list-style-type: none"> • How Bidder will conduct outreach and engagement with the priority population, in particular, those who may be treatment reluctant, while working with the CARE Court; • How Bidder will conduct CARE Court evaluations within 14-days of referral for engaged clients; • How Bidder will plan to continue to engage clients who are deemed not eligible for CARE Court services; • How the separate teams will collaborate during the hand-off to promote successful transitions; and • How Bidder will support clients' participation throughout the CARE Court process while providing FSP services. 	5

Section and Instructions	Suggested Page Max.
Describe, in detail, Bidder's Planned Staffing and Organizational Capacity , including	
<p>i. Roles and responsibilities of planned staffing structure, including:</p> <ol style="list-style-type: none"> 1. Detailed staffing structure by O&E and Case Management teams, following the minimum staffing requirements by team; 2. 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; 3. Plan for hiring, training, supervising, and retaining staff. Include how staff will reflect and be responsive to the priority population and meet Alameda County threshold languages. 	4
<p>ii. Bidder's planned capacity and organizational infrastructure, including:</p> <ol style="list-style-type: none"> 1. Organizational capacity to track and report data following County requirements; and 2. Organizational capacity or plan to build organizational capacity to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements including adjusting services or practices as needed to meet CalAIM requirements. 	2
Describe, in detail, Bidder's Forming Partnerships and Collaboration , including	
<p>i. Experience and plan to create new partnerships, build on existing partnerships, and establish new relationships to support clients in meeting their needs.</p>	2
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:	
<ol style="list-style-type: none"> i. Plan for tracking deliverables and client level data, CARE Court reporting requirements, and meeting the 50-60% engagement and connection rate measure; and ii. 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. 	3
7. IMPLEMENTATION SCHEDULE AND PLAN	
<p>a. Bidder's Implementation Schedule and Plan with due dates around the following activities:</p> <ul style="list-style-type: none"> ○ Recruiting/hiring and training staff ○ Development of plan to adhere to CARE Court requirements, including reporting and court appearances; ○ Outreach and engagement ○ Delivering IHOT and FSP services by December 1, 2024 <p>b. Bidders should identify and strategize for mitigation of risks and barriers, which may adversely affect program implementation.</p>	3
8. COST	

Section and Instructions	Suggested Page Max.
Budget a. Cost Coefficient: Bidder does not need to submit any information for the cost coefficient. b. Complete and submit one BUDGET WORKBOOK (saved in Excel) which conforms to the instructions and maximum allocations specified in the Budget Instructions tab.	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.	2
9. ATTACHMENTS	
a. Organizational Chart	

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.

As a result of this RFP, the County intends to award up to one contract to the responsible Bidder 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 Bidder that demonstrates the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced proposal.

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

Each of the Evaluation Criteria below shall be used in ranking and determining the quality of proposals. Proposals shall be evaluated according to each Evaluation Criteria and scored on a zero to five-point scale shown in Table 2. The scores for all the Evaluation Criteria shall be added according to their assigned weight, as shown in Table 3, to arrive at a weighted score for each proposal. A proposal with a high weighted total shall be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any program is five hundred fifty (550)

points including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

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

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

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

Table 2

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

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

Table 3

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
1. TITLE AND TABLE OF CONTENTS	Pass/Fail
2. SIGNED STATEMENTS: <ul style="list-style-type: none"> • Exhibit A: Bidder Information and Acceptance • SLEB Partnering Sheet • OIG Attestation • Exhibit B: Exceptions, Clarifications and Amendments 	
3. 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: <ul style="list-style-type: none"> • NPPES • OIG/LEIE database • SAM/EPLS data base • Medi-Cal and S&I database 	Pass/Fail
b. References How do the Bidder's references respond to the following: <ul style="list-style-type: none"> • 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, 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; • 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. 	5
4. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY	Pass/Fail
5. BIDDER MINIMUM QUALIFICATIONS	

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<ol style="list-style-type: none"> 1. Have at least two years of experience providing services to the priority population (individuals with schizophrenia or other psychotic disorder) within the last four years; 2. Have at least two years of experience providing intensive mental health services, such as IHOT and/or FSP; and 3. Have at least two years of experience billing Medi-Cal for Specialty Mental Health Services through a County within the last three years. 	Pass/Fail
6. BIDDER EXPERIENCE, ABILITY AND PLAN	
a. 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 <i>Understanding of and Experience with the Priority Population and Program Model.</i>	
<p>i. Understanding of and Experience with Priority Population</p> <p>How well does Bidder demonstrate knowledge and understanding of, and experience with the priority population including:</p> <ul style="list-style-type: none"> • Needs, issues, and challenges faced by the priority population; • Experience with strategies to help clients address barriers to, and maintain engagement in, services; • Experience with providing culturally affirming and responsive services to the priority population; and • A cultural understanding of the landscape in which services will be provided. 	8
<p>ii. Experience with Intensive Mental Health Services</p> <p>How well does Bidder demonstrate experience providing intensive mental health services, including:</p> <ul style="list-style-type: none"> • Services similar to FSP or IHOT; and • Outreach and engagement to individuals who may be treatment reluctant. 	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 <i>Service Delivery Approach.</i>	
<p>i. Service Delivery to Clients</p> <p>How well-matched is Bidder's plan to provide services, including:</p> <ul style="list-style-type: none"> • How Bidder will conduct outreach and engagement with the priority population, in particular, those who may be treatment reluctant, while working with the CARE Court; • How Bidder will conduct CARE Court evaluations within 14-days of referral for engaged clients; • How Bidder will plan to continue to engage clients who are deemed not eligible for CARE Court services; 	10

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<ul style="list-style-type: none"> How the separate teams will collaborate during the hand-off to promote successful transitions; and How Bidder will support clients' participation throughout the CARE Court process while providing FSP services. 	
c. 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 <i>Planned Staffing and Organizational Capacity.</i>	
i. Planned Staffing Structure How well-matched is Bidder's staffing plan, including: <ul style="list-style-type: none"> Does staffing structure by O&E and Case Management teams match minimum staffing requirements by team; 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. Include how staff will reflect and be responsive to the priority population and meet Alameda County threshold languages. 	9
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: <ul style="list-style-type: none"> Organizational capacity to track and report data following County requirements; and Organizational capacity or plan to build organizational capacity to meet Federal, State, and Medi-Cal billing, clinical, and quality assurance requirements including adjusting services or practices as needed to meet CalAIM requirements. 	9
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 <i>Forming Partnerships and Collaboration.</i>	
<ul style="list-style-type: none"> How well does Bidder describe its experience and plan to create new partnerships, build on existing partnerships, and establish new relationships to support clients in meeting their needs? 	8
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>	
i. Track Data and Outcomes <ul style="list-style-type: none"> How appropriate is Bidder's plan for tracking deliverables and client level data, meeting CARE Court reporting requirements, and meeting the 50-60% engagement and connection rate measure? 	8

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<ul style="list-style-type: none"> How well does Bidder demonstrate experience with data collection and electronic data and/or tracking systems? 	
7. IMPLEMENTATION SCHEDULE AND PLAN	
a. 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 Implementation Plan and Schedule.	
i. Implementation Plan <ul style="list-style-type: none"> How detailed and specific is Bidder's response? How realistic does Bidder account for timeline to complete each specified milestone? Milestones include: <ul style="list-style-type: none"> Hiring and training staff Development of plan to adhere to CARE Court requirements, including reporting and court appearances Outreach and engagement Delivering IHOT and FSP services by December 1, 2024 	7
ii. Identification and Strategies for Mitigation of Risks and Barriers <ul style="list-style-type: none"> 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? 	7
8. COST	
a. The Evaluation Panel will review the 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.	
Cost Co-Efficient <ul style="list-style-type: none"> Low bid divided by low bid x 5 x weight = points <u>For example:</u> $\\$100,000 / \\$100,000 = 1 \times 5 \times 5 = 25 \text{ points}$ 	2

RFP SECTION AND EVALUATION CRITERIA		WEIGHT
i. Budget ii. Budget Narrative <ul style="list-style-type: none"> • 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”? 		9
ORAL INTERVIEW, IF APPLICABLE Criteria are created with the CSC/Evaluation Panel.		10
PREFERENCE POINTS, IF APPLICABLE		
Local (not SLEB certified)	Five Percent (5%)	
SLEB	An additional five Percent (5%)	

H. CONTRACT EVALUATION AND ASSESSMENT

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

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

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

I. AWARD

1. Proposals evaluated by the CSC/Evaluation Panel shall be ranked in accordance with the RFP section II.G. of this RFP.
2. The CSC shall recommend award of each contract to the Bidder who, in its opinion, has submitted the proposal that best conforms to the RFP and best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be recommended or made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposal that contains false or misleading information may be disqualified by the County.
5. The County reserves the right to award to 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.
9. Final terms and conditions shall be negotiated with the Bidder recommended for award. The successful Bidder may request a copy of the Master Agreement template from the ACBH RFP contact. The template contains the agreement boilerplate language only.
10. The RFP specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

J. PRICING

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

K. INVOICING

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

L. NOTICE OF INTENT TO AWARD

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

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

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

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

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

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

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

M. TERM/TERMINATION/RENEWAL

The term of the contract, which may be awarded pursuant to this RFP, will be through June 30, 2025, 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.
ACCESS	Acute Crisis Care and Evaluation for Systemwide Services (ACCESS) Program is the system wide point of contact for information, screening and referrals for mental health and substance use services and treatment for Alameda County residents.
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.
CARE Court ⁸	Community Assistance, Recovery and Empowerment (CARE) Court. New program established by State of California to provide individuals with clinically appropriate community-based services and supports through an established court process.
Client	The recipient of services; used interchangeably with beneficiary and consumer.
Consumer	The recipient of services; used interchangeably 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.
County	When capitalized, shall refer to the County of Alameda.
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.
Mental Health Services	Individual, family or group services or interventions that are designed to provide information on mental health issues, reduction

⁸Glossary of CARE Act terminology: https://www.courts.ca.gov/documents/Glossary-of-CARE-Act-Terminology_rev-03.22.23-Final.pdf

	of mental disability and/or improvement or maintenance of functioning.
Outcomes	The extent of change in attitudes, values, behaviors, or conditions between baseline measurement and subsequent points of measurement. Depending on the nature of the intervention and the theory of change guiding it, changes can be short, intermediate, and longer-term outcomes.
Proposal	Shall mean Bidder's response to this RFP; used interchangeably with bid.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Proposal (RFP)	Shall mean this document, which is the County of Alameda's request for proposal to provide the services being solicited herein; also referred herein as RFP.
Response	Shall refer to Bidder's proposal submitted in reply to RFP.
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies.

B. BID SUBMISSION CHECKLIST

All of the 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 labeled.

1. Table of Contents

2. Proposal Supporting Documentation

A. Exhibit A: Bidder Information and Acceptance:

Bidders 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. SLEB Partnering Information Sheet:

Bidders must fill out and submit a signed SLEB Partnering Information Sheet, indicating their SLEB certification status.

C. OIG and Other Exclusion List Background Checks Attestation:

Bidders must complete the OIG Attestation form, attesting that they have checked and verified that all licensed staff that are included are part of the current bid against the lists included in the form.

D. References:

Bidders must provide 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 cannot be ACBH staff.**

E. Exhibit B: 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.

3. Bid Response: Bidder may use the ACBH-issued Bid Response Template in Word but is not required to, as long as Bid Response is complete per this Bid Submission Checklist. Further, Proposal Narrative **must not** collectively exceed the maximum page limit of **30 pages**. Bidders may delete the question prompts in the Bid Response Template to maximize space.

A. Letter of Transmittal/Executive Summary:

Bidders may use this section to provide a synopsis of the highlights and benefits of their bid.

B. Bidder Minimum Qualifications:

Bidders must demonstrate how they meet all of the criteria.

C. Bidder Experience, Ability and Plan:

Bidders must respond to all questions in this section of the narrative proposal.

D. Implementation Schedule and Plan:

Bidders must respond to all questions in this section of the narrative proposal.

E. Budget Narrative:

Budget narrative must match Budget Workbook.

4. Budget Workbook:

Bidders must complete all tabs in the budget workbook.

5. Attachments:

Bidders must submit all Attachments as part of their bid packet.

a) Attachment 1: Organizational Chart

C. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the proposal documents, including, without limitation, the RFP, Addenda and Exhibits have been read and accepted.

2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFP's specifications, terms & conditions.

3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.

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

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

Bid Protests from any Bidder related to this RFP must be submitted in writing to the ACBH Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180 Email: BHCSDirector@acgov.org, before 5:00 p.m. of the **fifth (5th)** 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, Email: OCCR@acgov.org 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:**
[Debarment & Suspension Policy - General Services Agency - Alameda County \(acgov.org\)](http://acgov.org)
- **Iran Contracting Act (ICA) of 2010:**
[Iran Contracting Act of 2010 \(ICA\) - General Services Agency - Alameda County \(acgov.org\)](http://acgov.org)
- **General Environmental Requirements:**
[General Environmental Requirements - General Services Agency - Alameda County \(acgov.org\)](http://acgov.org)
- **Small Local Emerging Business Program:**
<http://acgov.org/auditor/sleb/overview.htm>
- **First Source:** <http://www.acgov.org/auditor/sleb/sourceprogram.htm>
- **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
- **General Requirements:**
[General Requirements - General Services Agency - Alameda County \(acgov.org\)](http://acgov.org)
- **Proprietary and Confidential Information:**
[Proprietary & Confidential Information - General Services Agency - Alameda County \(acgov.org\)](http://acgov.org)

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

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

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

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

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

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

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

D. SLEB PARTNERING INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below. Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. Bidders are exempt from these SLEB requirements if they are: A) a non-profit organization providing services on behalf of the County directly to County clients/residents; B) a non-profit church or religious organization; C) a public school or university; or D) a government agency.

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.) Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR). County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> BIDDER IS A CERTIFIED SLEB (sign at bottom of page) SLEB BIDDER Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
<input type="checkbox"/> BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____
<input type="checkbox"/> BIDDER CLAIMS EXEMPTION. Note status: _____

Bidder Printed Name/ Title: _____

Bidder Signature: _____ Date: _____

E. OIG and Other Exclusion List Background Checks Attestation

In accordance with ACBH's Policy and Procedure #OCS.C.001 on Exclusion Screening, **PROVIDER NAME** attests that they have checked and verified all licensed staff that will provide services related to RFP #23-04 CARE Court Supportive Services against the following lists and are not excluded from participation in government funded healthcare programs:

- National Plan & Provider Enumeration System (NPPES) – NPI Number (<https://npiregistry.cms.hhs.gov/>)
- Licenses are verified to be current with no restrictions
- Office of the Inspector General List of Excluded Individuals & Entities (OIG/LEIE) database (<https://exclusions.oig.hhs.gov/>)
- GSA System Award Management (SAM/EPLS) data base (<https://www.sam.gov/SAM/>)
- California DHCS Medi-Cal Suspended & Ineligible list (<https://files.medical.ca.gov/pubsdoco/Sandllanding.asp>)
- Social Security Death Master File (<https://dmf.ntis.gov/>)
- SUD Certification and/or Registration is verified and current with CAADE, CADTP or CCAPP (SUD only)

Further, **PROVIDER NAME** attests that they have policies and procedures in place to conduct this verification for new hires and on a regular basis for all employees.

Provider Name:

Signature, Title

F. EXHIBIT B: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.

Bidder Name: _____

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

G. BIDDER REFERENCES

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 contract information for all references provided in 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.

Current References

Bidder Name								
<p>1.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Company Name:</td> <td style="width: 50%;">Contact Person:</td> </tr> <tr> <td>Address:</td> <td>Telephone Number:</td> </tr> <tr> <td>City, State, Zip:</td> <td>E-mail Address:</td> </tr> <tr> <td colspan="2">Services Provided / Date(s) of Service:</td> </tr> </table>	Company Name:	Contact Person:	Address:	Telephone Number:	City, State, Zip:	E-mail Address:	Services Provided / Date(s) of Service:	
Company Name:	Contact Person:							
Address:	Telephone Number:							
City, State, Zip:	E-mail Address:							
Services Provided / Date(s) of Service:								
<p>2.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Company Name:</td> <td style="width: 50%;">Contact Person:</td> </tr> <tr> <td>Address:</td> <td>Telephone Number:</td> </tr> <tr> <td>City, State, Zip:</td> <td>E-mail Address:</td> </tr> <tr> <td colspan="2">Services Provided / Date(s) of Service:</td> </tr> </table>	Company Name:	Contact Person:	Address:	Telephone Number:	City, State, Zip:	E-mail Address:	Services Provided / Date(s) of Service:	
Company Name:	Contact Person:							
Address:	Telephone Number:							
City, State, Zip:	E-mail Address:							
Services Provided / Date(s) of Service:								
<p>3.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Company Name:</td> <td style="width: 50%;">Contact Person:</td> </tr> <tr> <td>Address:</td> <td>Telephone Number:</td> </tr> <tr> <td>City, State, Zip:</td> <td>E-mail Address:</td> </tr> <tr> <td colspan="2">Services Provided / Date(s) of Service:</td> </tr> </table>	Company Name:	Contact Person:	Address:	Telephone Number:	City, State, Zip:	E-mail Address:	Services Provided / Date(s) of Service:	
Company Name:	Contact Person:							
Address:	Telephone Number:							
City, State, Zip:	E-mail Address:							
Services Provided / Date(s) of Service:								

Former References

Bidder Name	
1.	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	
2.	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	
3.	
Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

H. 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*****

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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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
B	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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self -insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. OTHER REQUIREMENTS

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

To implement these services successfully, Bidders shall demonstrate and have the capability to conduct all of the activities listed below. Bidders agree by submittal of proposal that they will comply with all of the following if recommended for contract award:

- Follow all ACBH policies and procedures in the ACBH Quality Assurance (QA) Manual: http://www.acbhcs.org/providers/QA/qa_manual.htm
- Obtain and maintain a valid fire clearance from the local fire department for the program site address OR obtain a copy of the current and valid fire clearance from the program location's property manager/owner. Upon expiration of a fire clearance, contractor shall send a copy of a new fire clearance certificate to the ACBH Quality Assurance (QA) Office. Awarded Contractor understands that they may not operate at a site without a valid fire clearance.
- Meet minimum requirements for a program site as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification: https://www.acbhcs.org/providers/QA/docs/qa_manual/Revised%20Protocol%20YYYY.MM.DD%207.14.23.pdf
- Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies of ACBH "Clinical Documentation Standards" manual which may be found ACBH QA Manual.
- Attend all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.
- Attend all ACBH sponsored trainings related to start-up and maintenance of Medi-Cal billing;
- Attend the monthly ACBH Clinical Quality Review Team (CQRT) group meetings for the first year of contract. 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.

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

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

Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in ACBH, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and Contractor shall familiarize themselves and comply with the waiver requirements posted in the ACBH QA Manual. ACBH has the right to request Contractor's credential log or records and Contractor's

personnel record files to verify Contractor's credentialing process and applicable credentials of staff.

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

In accordance with Health Care Services Agency's (HCSA) Policy and Procedure on Exclusion Screening,⁹ Contractor will check and verify all employees, both clinical and non-clinical, who will be providing and/or supporting services under this program, for:

- National Plan & Provider Enumeration System (NPPES) – NPI Number (<http://npiregistry.cms.hhs.gov/>)
- Licenses are current with no restrictions
- Office of the Inspector General list of Excluded Individuals & Entities (OIG/LEIE) database (<https://exclusions.oig.hhs.gov/>)
- GSA System Award Management (SAM/EPLS) database (<https://www.sam.gov/SAM/>)
- California DHCS Medi-Cal Suspended & Ineligible list (<https://files.medical.ca.gov/pubsdoco/Sandllanding.asp>)

Contractor shall submit an attestation with their bid that they have verified the above items for all staff, as required. Upon contract award, Contractor shall submit a detailed roster of all staff, Officers, Agents, Board Members and Owners with five percent or greater ownership interest. ACBH will conduct an exclusion screening, and any issues identified as a result of the screening must be resolved prior to contract execution. If there are unresolved issues, ACBH may not contract with the awarded Bidder.

4. Provider Enrollment

As applicable and consistent with state and federal law, providers serving Medi-Cal beneficiaries will be required to comply with Medicaid enrollment and screening requirements, including enrolling in the DHCS Provider Application and Validation for Enrollment (PAVE) portal.

Upon contract award, and, at least, every three years following, licensed, registered, certified or waived providers will be required to register and complete a provider profile application with the credential verification organization (CVO) for ACBH. ^[2] The CVO will perform primary source verification (credentialing) for the following requirements as applicable:

- Attestation and Disclosure Questions

⁹ https://www.acbhcs.org/providers/PP/OCS.C.001_HCSA_Exclusion_Screening_Policy.pdf

^[2] Screening conducted via the Council for Affordable Quality Healthcare (CAQH).

- State License
- DEA Certificate
- CDS Certificate
- Board Certification
- Training, Education and Work History
- License Sanctions
- Medicare/Medicaid Sanctions
- Malpractice History, Current Malpractice Insurance Coverage
- Hospital Privileges
- Medicare Opt Out List
- National plan and provider enumeration system/ National provider identifier database (NPI)
- OIG Exclusion List
- SAM.gov Exclusion List
- Social Security Death Master File (SSDMF)
- State Medi-Cal Exclusion List
- Criminal background checks
- Unscheduled or unannounced site visits (pre and post enrollment)

On a monthly basis, all licensed and unlicensed staff including board members, volunteers and owners with 5% or greater ownership will be monitored for:

- 42 State Medicaid exclusion lists
- OIG exclusion list
- GSA Excluded Parties List System^[3] / SAM.gov
- Office of Foreign Assets Control Exclusion List (OFAC)
- SSDMF
- State license validation, expiration, debarment, sanctions, and disciplinary action – Licensed staff only
- NPI validation – Licensed staff only

The County may terminate or deny enrollment if an applicable ACBH Provider or any person with five percent or greater ownership interest:

- Has been convicted of criminal offense in Medicare, Medicaid or CHIP within the past ten 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,
- Was terminated from any Medicare, Medicaid or CHIP program after January 1, 2011,
- Falsifies information, and/or
- The County cannot verify enrollment information.

^[3] These requirements can be reviewed at: <https://bhcsproviders.acgov.org/providers/network/forms.htm#contract>. Documents for the upcoming fiscal year are generally posted in March or April of the current fiscal year.