

**ALAMEDA COUNTY BEHAVIORAL HEALTH DEPARTMENT (ACBHD)  
REQUEST FOR PROPOSAL (RFP) 24-04  
SPECIFICATIONS, TERMS & CONDITIONS  
FOR  
ACCESS CARE COORDINATION TEAM**

**INFORMATIONAL MEETING/ BIDDERS' CONFERENCES**

| <b>Date</b>                     | <b>Time</b>                | <b>Location</b>   |
|---------------------------------|----------------------------|---|
| <b>Wednesday, July 10, 2024</b> | <b>10:00 am – 11:30 am</b> | Microsoft Teams Meeting<br>See page 13 of RFP for meeting details |
| <b>Thursday, July 11, 2024</b>  | <b>2:00 pm – 3:30 pm</b>   |   |

**PROPOSALS DUE**

by 2:00 pm on Thursday August 22, 2024

to

ACBHD Procurement

Email: [procurement@acgov.org](mailto:procurement@acgov.org)

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

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## STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Health, Behavioral Health Department (hereafter ACBHD or County) to seek proposals to provide interim mental health and/or co-occurring substance use disorder (SUD) services for clients who are otherwise unable to access services through ACBHD or its contracted providers timely due to capacity issues within existing programs. The Acute Crisis Care and Evaluation for Systemwide Services (ACCESS) Care Coordination Team (ACCT) shall provide time-limited program services and supports including, but not limited to, Outreach and Engagement, and Case Management Team services.

ACBHD intends to award one contract to the Bidder selected as the most responsible bidder whose response conforms to the Request for Proposal (RFP) and meets the County requirements.

ACBHD has allocated \$1,664,740 per year for this pilot program through Mental Health Services Act (MHSA) and State Health Program funds. The program will generate revenue through Medi-Cal Administrative Activities (MAA) and Medi-Cal.

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 rate basis 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 cost.

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

The County is not obligated to award any contract as a result of this RFP process. The County may, but is not obligated to, renew any awarded contract. 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 ACBHD.

ACBHD 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.<sup>1</sup>

## **B. BACKGROUND**

ACCESS, ACBHD's systemwide point of contact for information, screening, and referrals for mental health and co-occurring SUD services for Alameda County residents, strives to connect clients to care within ten days of referral. When a client is not connected promptly to a service provider, there is a risk that they fall out of care and/or their condition deteriorates. The ACCT team will play an integral role in supporting linkages to community-based care across the County's behavioral health system, by serving as an interim care provider while a more permanent referral is in process. The ACCT will also support the California Department of Health Care Services' (DHCS) No Wrong Door policy, under the California Advancing and Innovating Medi-Cal (Cal-AIM) reform.

In January 2024, the County of Alameda, Disability Rights California (DRC), and the United States Department of Justice entered into a settlement agreement addressing the provision of community-based behavioral health services in the County. As a part of the County's compliance with the settlement agreement, the County's responsibility is to develop, implement, and staff a System Coordination Team to improve linkages to community-based services across the County's behavioral health system within two years of the effective date of the agreement. The ACCT will be part of this system improvement.

## **C. SCOPE/PURPOSE**

The overarching goal of the ACCT is to enhance ACBHD's care coordination and improve transitions of care by filling a service gap for clients who call ACCESS and cannot be matched to the needed care at that moment. This program is designed to ensure that:

- The behavioral health needs of individuals are promptly met;
- Clients are stabilized;
- Clients transition to the appropriate level of care; and
- Clients have better health outcomes.

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<sup>1</sup> In compliance with 42 CFR § 438.214 as a Prepaid Inpatient Health Plan (PIHP).

The ACCT will serve individuals across all age groups who meet the eligibility requirements to receive Specialty Mental Health Services (SMHS) and/or co-occurring SUD services; however, are unable to access services through ACBHD or its contracted providers timely due to capacity issues. This team will conduct triage and assessment, provide interim behavioral health services, and connect clients to appropriate levels of care as the service channels open within County mental health and SUD systems, as appropriate.

The ACCT will comprise two teams:

1. An **Outreach and Engagement team** to outreach to clients that may be treatment reluctant, and who may benefit from In-Home Outreach Team (IHOT)-like services.
2. A **Case Management team** to provide interim mental health, co-occurring SUD, and other services.

The ACCT will maintain a staff to client caseload ratio of 25 clients to one clinician at any point in time, and serve 300 unduplicated clients annually, with an average service duration of 90 to 180 days.

Services will be provided countywide. The awarded Contractor will be expected to coordinate closely with ACCESS throughout the contract period to review and discuss referrals, status, transition, and follow-up.

#### **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 three years of experience providing mental health and co-occurring SUD services to the priority population within the last five years.
- Have at least two years of experience billing Medi-Cal for SMHS through a California County within the last three years.

Program funding includes revenue from Medi-Cal and MAA; as such, ACBHD shall disqualify proposals submitted with subcontractors performing any portion of the services described in this RFP. See Section II. C. Small Local Emerging Business (SLEB) Preference Points for more information on SLEB exception and waiver.

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

- Do not clearly 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 ACBHD;
- Exceed the maximum page limit as defined in the Bid Response Template; and
- 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. ACBHD 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 contract from this RFP will include conformance with all of the following throughout the program period, as needed:

- Provide services through an Outreach and Engagement team, including:
  - Outreach
  - Engagement
  - Screening
  - Referrals
  - Linkage
  - Follow-up
  - Peer support services
- Provide services through a Case Management team, including:
  - Assessment
  - Crisis intervention
  - Evaluation
  - Therapy
  - Rehabilitation
  - Other psychiatric services
  - Case management, care coordination and brokerage
  - Co-occurring SUD services
  - Linkage to other needed services like benefits and/or medication assisted treatment;
  - Connection to appropriate level of care and permanent provider
  - Ancillary services such as food and hotel vouchers, clothing, transportation, and others to help clients keep their appointments and stay connected to care.
  - Closed loop referrals, as required under California Advancing and Innovating Medi-Cal (CalAIM).

- Coordinate closely with ACCESS through regular meetings and other communication;
- Deliver program services in a combination of field and office-based settings;
- Manage and retain qualified diverse staffing team;
- 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, in areas including but not limited to cultural and linguistic responsiveness;
- Promote cultural responsiveness and multi-culturalism using Culturally and Linguistically Appropriate Services (CLAS),<sup>2</sup> which includes tracking and reporting to ACBHD 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;
- Timely administration and update of Child Assessment of Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC) for all clients;
- 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.

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

- Complete required ACBHD 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;

An awarded Contractor without prior MAA billing experience will be 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.

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

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

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

ACBHD seeks proposals that demonstrate a strong understanding of and experience with the priority population: individuals of all age groups and race/ethnicities who meet medical necessity or are clinically assessed and screened to be eligible for specialty mental health services and/or co-occurring SUD services. The clients referred to this program may be at risk of dropping out of services due to the lack of timely connection into an ongoing treatment program and may require additional engagement support while being connected to a more permanent provider.

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.

The successful Bidder 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***

ACCESS will assess and forward eligible referrals to the ACCT with a goal of starting services within ten days of the referral. The ACCT will be comprised of two teams: the Outreach and Engagement team to outreach to harder to engage clients, as identified by ACCESS, and the Case Management team to provide core services. The specific services to be provided by each unit are detailed above in Section E. Specific Requirements.

**The Outreach and Engagement team** will operate similarly to the In-Home Outreach Team (IHOT) service model. This team will be expected to outreach into the community to locate the referred individual wherever they may be to engage the potential client. Although it is 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. ACCESS will identify those that may be hard to engage upon referral. The team, comprised mainly of Peer Staff, will receive and locate these referrals, and offer peer support services to help clients engage



and stay connected to care including connection to the Case Management team, wellness center, support groups, and other supportive services.

**The Case Management team** will provide interim mental health and co-occurring SUD services to clients identified and engaged through the Outreach and Engagement team and those that are referred directly from ACCESS. This team will maintain a staff to client caseload ratio of approximately 25 clients to one Clinician at any point in time. The Case Management team will be expected to conduct a warm hand-off and follow up once a more permanent service provider is identified by ACCESS. If the clients engage and connect to services, the clinicians will follow up for at least another month to confirm clients are engaged in treatment (otherwise known as a closed loop referral), as required under DHCS Cal-AIM requirements.

Services through ACCT will be provided for a period of 90 to 180 days until a spot with a permanent service provider opens.

The referrals to the ACCT will be centralized within ACBHD's ACCESS department. The ACCESS unit will have oversight of the ACCESS Care Coordination Team and their contractual obligations and deliverables, and the awarded Contractor shall remain in regular contact with ACCESS to review and discuss client status as they progress through services. ACCESS will be responsible for assessing the client's level of need and type of permanent service provider, with ongoing input from the ACCT.

The ACCT will also ensure clients have all benefits for which they are eligible to maintain their behavioral health care services. Bidders should consider client supportive expenditures in their program design for expenses such as hotel vouchers, food, transportation, etc., and provide rationale and strategy for the use of such funds.

In their proposals, Bidders should propose their service delivery plan, including plans for outreach to individuals that may be hard to engage, and how they might design short-term services to ensure successful transition to a more permanent provider.

### **3. Planned Staffing and Organizational Capacity**

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

- 1.00 Full Time Equivalent (FTE) Program Director
- 6.00 FTE License-eligible Clinicians (preferably bilingual)
- 5.00 FTE Peer Staff (preferably bilingual)

- 1.00 FTE Program Administrative Support

Peers will be mainly responsible for outreach and engagement, and Clinicians will conduct case management. 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.

ACBHD 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.

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

- 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; and
- Organizational capacity to track and report data following County requirements.

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

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

- ACCESS: for referral and regular communication on client status
- ACBHD contracted providers: to conduct warm hand-off to and follow-up with; and
- Other service providers that may be part of the client's care.

Bidders should demonstrate experience transitioning clients to other service providers and working with other agencies to support clients in linking with necessary services.

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

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

- 100% of clients who seek and are eligible for support are assessed and receive at least one interim service within ten days of referral.

Contractor shall provide services toward achieving the following program objectives:

- A minimum of one to two daily outreach and engagement activities to clients who are unresponsive and harder to reach.
- Of 300 unduplicated clients, at least 50% (150) of those engaged through outreach will be connected to mental health, SUD, and support services within 90 to 180 days.

Bidders may propose additional benchmarks for outcomes and provide rationale for proposed benchmarks. ACBHD reserves the right to determine and evaluate program measures and outcomes and to work with the awarded Contractor to refine or alter their program and outcome measures in subsequent years. ACBHD 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 ACBHD and monitor and report on program data and progress towards meeting the Contract Deliverables and Requirements.

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

## I. INSTRUCTIONS TO BIDDERS

### A. COUNTY CONTACTS

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

The official notification and posting places for this RFP and any Addenda are:

- The ACBHD website <https://bhcsproviders.acgov.org/providers/network/rfp.htm> and
- The General Services Agency (GSA) website <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>

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, to:

ACBHD Procurement  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606  
Email: [procurement@acgov.org](mailto:procurement@acgov.org)

**B. CALENDAR OF EVENTS**

| Event                               | Date/Location   |   |
|-------------------------------------|---|---|
| Request for Proposals (RFP) Issued  | Thursday, June 20, 2024   |   |
| Bidder's Written Questions Due      | By 5:00 pm on the day of 2 <sup>nd</sup> Bidders' Conference – ACBHD strongly encourages Bidders to submit written questions earlier. |   |
| 1 <sup>st</sup> Bidders' Conference | Wednesday, July 10, 2024<br>10:00am – 11:30am   | <p><b>Join via internet</b><br/> <a href="#">Click here to join the meeting</a><br/>                     Meeting ID: 293 171 993 602<br/>                     Passcode: F3UUPM</p> <p><b>Join via phone</b><br/> <a href="#">+1 415-915-3950, 763603714#</a><br/> <a href="#">(888) 715-8170, 763603714#</a><br/>                     Phone conference ID: 763 603 714#</p> |
| 2 <sup>nd</sup> Bidders' Conference | Thursday, July 11, 2024<br>2:00pm – 3:30pm  | <p><b>Join via internet</b><br/> <a href="#">Click here to join the meeting</a><br/>                     Meeting ID: 216 732 672 643<br/>                     Passcode: U7Fv5C</p> <p><b>Join via phone</b><br/> <a href="#">+1 415-915-3950, 606698769#</a><br/> <a href="#">(888) 715-8170, 606698769#</a><br/>                     Phone conference ID: 606 698 769#</p> |
| Addendum Issued                     | July 22, 2024   |   |
| <b>Proposals Due</b>                | Thursday, August 22, 2024   |   |
| Review/Evaluation Period            | August 22 – October 24, 2024  |   |
| Oral Interviews (as needed)         | Thursday, October 24, 2024  |   |
| Award Recommendation Letters Issued | October 31, 2024  |   |
| Board Consideration Award Date      | February 2025   |   |
| Contract Start Date                 | March 1, 2025   |   |

**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 bid 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>.

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.

For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): <insert NAICS code(s)>

If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.

If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

The County also encourages participation by minority and women-owned businesses, although preference points are not awarded for these types of businesses.

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

**ACBHD strongly recommends that Bidders thoroughly read the RFP and submit any initial questions in writing to the specified RFP contact, prior to attending any Bidders' Conferences.** ACBHD 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.

ACBHD shall respond to written questions submitted prior to the Bidders' Conferences and verbal or written questions received at the Bidders Conferences, in accordance with the Calendar of Events, and whenever possible at the Bidders' Conferences. ACBHD 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 electronically by ACBHD **no later than 2:00 pm on the due date specified on the RFP cover and Calendar of Events in this RFP**. ACBHD cannot accept late proposals.

ACBHD 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. ACBHD'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 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 ACBHD 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 18 pages**, not including exhibits and attachments. 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 ACBHD’s sole discretion.**

## **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 ACBHD 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 1. The scores for all the Evaluation Criteria shall be added according to their assigned weight, as shown in Table 2, 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 1.

**Table 1**

| 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/<br>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/<br>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 2.

**Table 2**

| RFP SECTION AND EVALUATION CRITERIA   | WEIGHT    |
|---|-----------|
| <b>1. TITLE AND TABLE OF CONTENTS</b>   | Pass/Fail |
| <b>2. SIGNED STATEMENTS:</b>  |           |
| <ul style="list-style-type: none"> <li>• Exhibit A: Bidder Information and Acceptance</li> <li>• SLEB Partnering Sheet</li> <li>• OIG Attestation</li> <li>• Exhibit B: Exceptions, Clarifications and Amendments</li> </ul>  |           |
| <b>3. ORGANIZATIONAL CAPACITY AND REFERENCES</b>  |           |
| <p><b>a.</b> Debarment and Suspension</p> <p>To be considered for contract award, the Bidder and its principal may not be identified on the list of Federally debarred, suspended or other excluded parties located in the following databases:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></li> <li>• <a href="https://exclusions.oig.hhs.gov/">https://exclusions.oig.hhs.gov/</a></li> <li>• <a href="https://files.medical.ca.gov/pubsdoco/SandIlanding.aspx">https://files.medical.ca.gov/pubsdoco/SandIlanding.aspx</a></li> <li>• <a href="https://dmf.ntis.gov/">https://dmf.ntis.gov/</a></li> <li>• <a href="https://npiregistry.cms.hhs.gov/">https://npiregistry.cms.hhs.gov/</a></li> </ul>   | Pass/Fail |
| <p><b>b.</b> References</p> <p>How do the Bidder’s references respond to the following:</p> <ul style="list-style-type: none"> <li>• Bidder’s capacity to perform the services as stated;</li> <li>• Areas in which Bidder did well and areas in which bidder could have improved (if applicable);</li> <li>• Communication and responsiveness, reporting and invoicing, training, customer service, compliance with program, legal, and/or funding requirements, documentation and reliability on a scale of one to five;</li> <li>• Whether the project was completed on time and on budget;</li> <li>• Capacity and ability to meet program or contract deliverables;</li> <li>• Understanding of the project and need;</li> <li>• References’ overall satisfaction with Bidder;</li> <li>• References’ comfort with recommending the Bidder to Alameda County;</li> <li>• Whether Bidder would be used again by Reference; and</li> <li>• Any other information that would assist in Alameda County’s’ work with the Bidder.</li> </ul> |           |
| <b>4. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY</b>  |           |
| Complete and submit a synopsis of the highlights and benefits of each proposal.   | Pass/Fail |

| RFP SECTION AND EVALUATION CRITERIA  | WEIGHT    |
|--|-----------|
| <b>5. BIDDER MINIMUM QUALIFICATIONS</b>  |           |
| <ul style="list-style-type: none"> <li>Have at least three years of experience providing mental health and co-occurring SUD services to the priority population within the last five years.</li> <li>Have at least two years of experience billing Medi-Cal for SMHS through a California County within the last three years.</li> </ul>   | Pass/Fail |
| <b>6. BIDDER EXPERIENCE, ABILITY AND PLAN</b>  |           |
| <b>a.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under the <b><i>Understanding of and Experience with the Priority Population.</i></b>  |           |
| <b>i. Understanding of Priority Population</b><br>How well does Bidder demonstrate understanding of the priority population including: <ul style="list-style-type: none"> <li>The needs, risk factors, strengths, and challenges with engaging individuals that are eligible for mental health and co-occurring SUD services</li> <li>Addressing barriers to, and promoting/maintaining engagement with services</li> </ul>  | 9         |
| <b>ii. Experience with Priority Population</b><br>How well does Bidder demonstrate experience working with the priority population including: <ul style="list-style-type: none"> <li>Providing services like the identified ACCT services to the priority population</li> <li>Developing and implementing successful strategies to address barriers to service engagement faced by clients, including those who may be reluctant to engage in treatment</li> <li>Providing services that are culturally affirming and responsive</li> </ul>  | 9         |
| <b>b.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under the <b><i>Service Delivery Approach.</i></b>   |           |
| <b>i. Service Delivery to Clients</b><br>How well-matched is Bidder’s plan to provide services, including: <ul style="list-style-type: none"> <li>Plan to address referrals from ACCESS and support clients in a timely manner</li> <li>Plan to provide program services on-site and in the field</li> <li>Plan for engaging clients reluctant to engage in treatment</li> <li>Plan for ensuring a successful transition to a more permanent service provider</li> <li>Plan for oversight of proposed program components and collaboration with ACCESS</li> <li>If proposing Client Supportive Expenditures, rationale and strategy for the use of these funds.</li> </ul> | 11        |

| RFP SECTION AND EVALUATION CRITERIA   | WEIGHT |
|---|--------|
| <p><b>c.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under the <b>Planned Staffing and Organizational Capacity</b>.</p>   |        |
| <p><b>i. Planned Staffing Structure</b><br/>How well-matched is Bidder’s staffing plan, including:</p> <ul style="list-style-type: none"> <li>• Appropriateness of staffing structure</li> <li>• Identifying tasks necessary to provide program services and how tasks will be assigned to staff</li> <li>• Plan for hiring, training, supervising, and retaining staff; including how well do staff reflect the priority population and meet Alameda County threshold languages</li> </ul> | 10     |
| <p><b>ii. Capacity and Organizational Infrastructure</b><br/>How well does Bidder describe its organizational infrastructure, including:</p> <ul style="list-style-type: none"> <li>• How program services will be integrated into Bidder’s existing organizational structure and services</li> <li>• Organizational capacity to track and report data following County requirements</li> </ul>   | 10     |
| <p><b>d.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under <b>Forming Partnerships and Collaboration</b>.</p>   |        |
| <ul style="list-style-type: none"> <li>• How well does Bidder describe its experience and plan to create new relationships, build a relationship with ACCESS, and build on existing partnerships to support clients in meeting their needs?</li> </ul>  | 9      |
| <p><b>e.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under <b>Tracking Data and Outcomes</b>.</p>   |        |
| <p><b>i. Track Data and Outcomes</b></p> <ul style="list-style-type: none"> <li>• How appropriate is Bidder’s plan for tracking deliverables, including any additional outcome benchmarks?</li> <li>• How well does Bidder demonstrate experience with data collection and electronic data and/or tracking systems?</li> </ul>  | 9      |
| <b>7. IMPLEMENTATION SCHEDULE AND PLAN</b>  |        |
| <p><b>a.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder’s response to following questions which will become the total score under <b>Implementation Plan and Schedule</b>.</p>   |        |

| RFP SECTION AND EVALUATION CRITERIA  | WEIGHT |
|--|--------|
| <p><b>i. Implementation Plan</b></p> <ul style="list-style-type: none"> <li>• How detailed and specific is Bidder’s response?</li> <li>• How realistically does Bidder account for timeline to complete each specified milestone? Milestones include:               <ul style="list-style-type: none"> <li>○ Hiring</li> <li>○ Establishing a relationship with ACCESS</li> <li>○ Engagement of the priority population</li> <li>○ Service delivery</li> </ul> </li> </ul>   | 8      |
| <p><b>ii. Identification and Strategies for Mitigation of Risks and Barriers</b></p> <ul style="list-style-type: none"> <li>• How thorough, thoughtful, and realistic is Bidder’s identification of challenges and barrier mitigation strategies?</li> <li>• How well does Bidder assess barriers?</li> <li>• How creative, solution-oriented, and feasible are Bidder’s strategies for addressing barriers?</li> </ul>  | 8      |
| <b>8. COST</b>   |        |
| <p><b>a.</b> 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.</p>  |        |
| <p><b>Cost Co-Efficient</b></p> <ul style="list-style-type: none"> <li>• Low bid divided by low bid x 5 x weight = points<br/><i>For example:</i><br/><math>\\$100,000 / \\$100,000 = 1 \times 5 \times 5 = 25 \text{ points}</math></li> </ul>  | 2      |
| <p><b>i. Budget</b></p> <p><b>ii. Budget Narrative</b></p> <ul style="list-style-type: none"> <li>• How well-matched is Bidder’s budget to the proposed program?</li> <li>• How well does the budget capture all activities and staff proposed in the Budget?</li> <li>• How well does Bidder allocate staff and resources?</li> <li>• How appropriate are the staffing and other costs?</li> <li>• How much value does the proposal add considering the cost of the program, expected outcomes and the number of clients served?</li> <li>• How well does the narrative detail how Bidder arrived at particular calculations?</li> <li>• How well does Bidder “show the work”?</li> </ul> | 10     |
| <b>PREFERENCE POINTS, IF APPLICABLE</b>  |        |

| RFP SECTION AND EVALUATION CRITERIA | WEIGHT           |
|-------------------------------------|------------------|
| Local (not SLEB certified)          | 5%               |
| SLEB certified                      | An additional 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 a 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 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 ACBHD 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, State and municipal 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 ACBHD. The document providing this notification is the Notice of Intent to Award.

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

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

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

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

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

**M. TERM/TERMINATION/RENEWAL**

The term of the contract, which may be awarded pursuant to this RFP, will be one year, in addition to any pro-rated portion of Fiscal Year 24-25, 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 ACBHD.

## II. APPENDICES

### A. GLOSSARY & ACRONYM LIST

|  |  |
|--|--|
| ACCESS   | Acute Crisis Care and Evaluation for Systemwide Services, ACBHD's system wide point of contact for information, screening, and referrals for mental health and SUD services for Alameda County residents.  |
| Agreement  | The formal contract between ACBHD and Contractor.  |
| ACBHD  | Alameda County Behavioral Health Department, a department of the Alameda County Health.  |
| Bid  | A Bidders' response to this Request; used interchangeably with proposal.   |
| Bidder   | The specific person or entity responding to this RFP.  |
| Board  | Shall refer to the County of Alameda Board of Supervisors.   |
| Client   | The recipient of services; used interchangeably with member, participant, and consumer.  |
| Community-Based Organization (CBO)               | A non-governmental organization that provides direct services to clients.  |
| Co-occurring Substance Use Disorder              | When a Substance Use Disorder and mental illness happen at the same time, or one after the other.  |
| 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.   |
| Licensed Practitioner of the Healing Arts (LPHA) | Licensed clinical staff (MD, PhD, MFT, LCSW) and staff who are registered with the California Board of Behavioral Sciences, usually registered MFT/ASW interns; psychologists who are waived by the State to provide services; and Master's level clinical nurse specialists who have national or state license to practice independently. |
| Mental Health Services                           | Individual, family, or group services or interventions that are designed to provide information on mental health issues, reduction of mental disability, and/or improvement or maintenance of functioning.   |
| 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, and Emerging Business, an Alameda County program developed to promote and foster inclusiveness, diversity, and economic development.           |
| 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. 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 references. If unable to provide the stated number of references, include justification in your bid submission as a separate attachment. *References cannot be ACBHD staff.*

#### **E. Exhibit D: Exceptions, Clarifications, Amendments:**

Indicate all of Bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP. This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents.

### **3. Bid Response:** Bidder may use the ACBHD-issued Bid Response Template 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 **17 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: Organization Chart

**A complete Bid Response Packet must include:**

- A single PDF copy of the proposal. Proposal is to be clearly marked on the cover (it should be clear who the Bidder is and what service is being bid on, on the front of the proposal);
  - The original proposal must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. A signed statement by either the Executive Director or the Board President on an agency letterhead will meet this requirement.
- An Excel copy of the completed Program Budget, saved with the Bidder's name.

**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 ACBHD Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180 Email: [BHCSDirector@acgov.org](mailto:BHCSDirector@acgov.org), before 5:00 p.m. of the **fifth (5<sup>th</sup>)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, not the date it is received by the Bidder**. Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest must contain a complete statement of the reasons and facts for the protest.
- The Bid Protest shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- ACBHD 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 ACBHD Director, or designee shall review and evaluate the protest and issue a written decision. The ACBHD 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 ACBHD 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 ACBHD 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](mailto: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 ACBHD Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the ACBHD 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 ACBHD 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 ACBHD 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.

| <b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b> |  |  |
|---|--|--|
| Official Name of Bidder                             |  |  |
| Street Address Line 1                               |  |  |
| Street Address Line 2                               |  |  |
| City  | State  | Zip  |
| Webpage   |  |  |
| Type of Entity/Organizational Structure             | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
|   | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
|   | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
|   | <input type="checkbox"/> Other                         |  |
| Jurisdiction 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"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b><br>SLEB BIDDER Business Name: _____<br>SLEB Certification #: _____ SLEB Certification Expiration Date: _____<br>NAICS Codes Included in Certification: _____   |
| <input type="checkbox"/> <b>BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____<br>SLEB Subcontractor Business Name: _____<br>SLEB Certification #: _____ SLEB Certification Expiration Date: _____<br>SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging<br>NAICS Codes Included in Certification: _____<br>SLEB Subcontractor Principal Name: _____<br>SLEB Subcontractor Principal Signature: _____ Date: _____ |
| <input type="checkbox"/> <b>BIDDER CLAIMS EXEMPTION. Note status:</b> _____  |

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

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

**E. OIG and Other Exclusion List Background Checks Attestation**

In accordance with Alameda County Health’s Policy and Procedure #OCS.C.001 on Exclusion Screening, Bidder attests that they have checked and verified all licensed staff that will provide services related to RFP #24-04 ACCESS Care Coordination Team against the following lists and are not excluded from participation in government funded healthcare programs:

- National Plan & Provider Enumeration System (NPES) – 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>)
- SUD Certification and/or Registration is verified and current with CAADE, CADTP or CCAPP (SUD only)
- Social Security Administration Death Master File (SSDMF)

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

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Bidder Name

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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.

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

**G. BIDDER REFERENCES**

Provide five references that Bidder worked with on a project with 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 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.

| REFERENCE #1                                |                   |
|---|-------------------|
| Organization Name:                          | Contact Person:   |
| E-Mail Address:                             | Telephone Number: |
| Dates and Description of Services Provided: |                   |
| REFERENCE #2                                |                   |
| Organization Name:                          | Contact Person:   |
| E-Mail Address:                             | Telephone Number: |
| Dates and Description of Services Provided: |                   |
| REFERENCE #3                                |                   |
| Organization Name:                          | Contact Person:   |
| E-Mail Address:                             | Telephone Number: |
| Dates and Description of Services Provided: |                   |
| REFERENCE #4                                |                   |
| Organization Name:                          | Contact Person:   |
| E-Mail Address:                             | Telephone Number: |
| Dates and Description of Services Provided: |                   |
| REFERENCE #5                                |                   |
| Organization Name:                          | Contact Person:   |
| E-Mail Address:                             | Telephone Number: |
| Dates and Description of Services Provided: |                   |



**H. EXHIBIT C: INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of bid submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, 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  |
|-----------------------------|--|---|
| <b>A</b>                    | <b>Commercial General Liability</b><br>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)<br>Bodily Injury and Property Damage             |
| <b>B</b>                    | <b>Commercial or Business Automobile Liability</b><br>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)<br>Any Auto<br>Bodily Injury and Property Damage |
| <b>C</b>                    | <b>Workers' Compensation (WC) and Employers Liability (EL)</b><br>Required for all contractors with employees  | WC: Statutory Limits<br>EL: \$1,000,000 per accident for bodily injury or disease |
| <b>D</b>                    | <b>Professional Liability/Errors &amp; Omissions</b><br>Includes endorsements of contractual liability and defense and indemnification of the County   | \$1,000,000 per occurrence<br>\$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's 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".

|  |  |
|--|--|
|  | <p>7. <b>CANCELLATION OF INSURANCE:</b> 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.</p> <p>8. <b>CERTIFICATE OF INSURANCE:</b> 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.</p> |
|--|--|

Certificate C-2C with EO

Page 1 of 1

(Rev. 3/30/2020)

## 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 ACBHD policies and procedures in the ACBHD Quality Assurance (QA) Manual: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](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 ACBHD 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](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 regulations, as well as the documentation policies of the ACBHD 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 ACBHD sponsored trainings related to start-up and maintenance of Medi-Cal billing;
- Attend the monthly ACBHD Clinical Quality Review Team (CQRT) group meetings for the first year of contract. ACBHD 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**

The awarded Contractor shall be responsible for verifying the credentials and licensing of their staff and employees as contained in ACBHD, state, and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and the awarded Contractor shall familiarize themselves and comply with the waiver requirements posted in the ACBHD QA Manual. ACBHD has the right to request the awarded Contractor's credential log or records and personnel record files to verify the awarded 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 Alameda County Health’s Policy and Procedure on Exclusion Screening,<sup>3</sup> 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 (NPES) – NPI Number (<http://npiregistry.cms.hhs.gov/>) (clinical staff only)
- Licenses are current with no restrictions (clinical staff only)
- 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>)
- Social Security Administration Death Master File (SSDMF)

Bidders shall submit an attestation with their proposal 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. ACBHD 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, ACBHD may not contract with the awarded Bidder.

### 4. Provider Enrollment

As applicable and consistent with state and federal law, providers serving Medi-Cal members will be required to comply with Medicaid enrollment and screening requirements, including enrolling in the DHCS Provider Application and Validation for Enrollment (PAVE) portal.<sup>4</sup>

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 ACBHD.<sup>[2]</sup> The CVO will perform primary source verification (credentialing) for the following requirements as applicable:

- Attestation and Disclosure Questions
- State License
- DEA Certificate
- CDS Certificate

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<sup>3</sup> [https://www.acbhcs.org/providers/PP/OCS.C.001\\_HCSA\\_Exclusion\\_Screening\\_Policy.pdf](https://www.acbhcs.org/providers/PP/OCS.C.001_HCSA_Exclusion_Screening_Policy.pdf)

<sup>4</sup> <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>

<sup>[2]</sup> Screening conducted via the Council for Affordable Quality Healthcare (CAQH).

- 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 ACBHD 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.

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<sup>[3]</sup> 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.