

**ALAMEDA COUNTY BEHAVIORAL HEALTH DEPARTMENT (ACBHD)  
REQUEST FOR PROPOSAL (RFP) 26-01  
SPECIFICATIONS, TERMS & CONDITIONS  
FOR  
SOBERING CARE AND WITHDRAWAL MANAGEMENT SERVICES**

**INFORMATIONAL MEETING/ BIDDERS' CONFERENCES**

<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>April 1, 2026</b>	<b>10:00 am – 11:30am</b>	<b>Teams Invitation is in the Calendar of Events</b>
<b>April 2, 2026</b>	<b>2:00 pm – 3:30 pm</b>	

**PROPOSALS DUE  
by 2:00 pm on March 16, 2026  
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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## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Department (hereafter ACBHD or County) to seek proposals to provide sobering care and withdrawal management for individuals who are acutely intoxicated and who may be experiencing co-occurring mental health and other medical issues. Program services and supports shall focus on short-term, safe, and clinically monitored stabilization.

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. At this time, ACBHD has allocated \$6,591,776 per contract year for this program through Measure A, 2011 Realignment, and other State of California funding sources. Funding is anticipated to be ongoing.

Any contract that results from this RFP process will be reimbursed, based on most recent standards, on a rate basis per client bed day and/or for outpatient services (for withdrawal management, this will be limited to services that are billed to Medi-Cal once the program is operational). Other types of client supports will be reimbursed at cost. There will be a start-up period equivalent to a three-month allocation for sobering care and withdrawal management, also based on actual costs.

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

Sobering care and American Society of Addiction Medicine (ASAM) 3.2 clinically managed withdrawal management residential services (withdrawal management) are essential components of the substance use continuum of care. These services often serve as the initial point of engagement for individuals entering substance use treatment and mental health services, offering critical support, stability, and connection to ongoing treatment and supportive services. Through sobering care and ASAM 3.2 withdrawal management, clients receive clinically supervised monitoring and/or treatment, which is mandated by the California Department of Healthcare Services (DHCS).

Sobering care and withdrawal management open the door for clients to new possibilities by providing an opportunity for them to be assessed and connected to the appropriate level of care based on their needs and individual goals. These services frequently serve as an entry point into treatment and help clients begin their recovery journey.

By stabilizing individuals and linking them to ongoing support, these services promote long-term engagement in the community, including access to stable housing, employment, and continued care. These services will also support in decreasing incarceration and criminal justice recidivism associated with substance use. Ultimately, the impact extends to improved continuity of care, health outcomes and, overall, quality of life.

**C. SCOPE/PURPOSE**

The awarded Contractor will provide sobering care and withdrawal management at the County-owned Cherry Hill facility in San Leandro.

Sobering care will provide an urgent level of care for individuals who are acutely intoxicated from alcohol and/or other substances, including opioids, and may be experiencing co-occurring mental health conditions or other complex medical needs. Cherry Hill serves as an essential safe drop off location for law enforcement and crisis response teams, ultimately diverting individuals from jail and the criminal justice system and ensuring stabilization and connection to overall health care and supportive services. This program must be able to receive Emergency Medical

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

Services (EMS) drop-offs to divert low acuity cases away from overburdened Emergency Departments.

The program will offer a monitored environment for up to 23.99 hours to promote stabilization, reduce immediate harm, and divert individuals from emergency departments, inpatient hospitalization, or justice system involvement. The care team will monitor clients closely, address basic needs (including various medical needs the client may present with) provide comfort, conduct triage and screening for medical or behavioral health risks, and coordinate transfers to hospital care when necessary. The awarded Contractor shall also have the ability to assess for and write a 5150 hold, pursuant to Senate Bill 43.<sup>2</sup>

Withdrawal management will support individuals who are experiencing or are at risk for active withdrawal from alcohol or other substances. Services will be delivered over a short-term residential stay, typically lasting three to five days and up to about seven days, depending on clinical need. Clients will receive 24/7 clinically monitored, individualized withdrawal management that may include medication support (including both prescribing and observation of medication), symptom monitoring, recovery support, and basic care needs.

Upon stabilization and discharge, both programs will provide case management and coordinated discharge planning to ensure warm handoffs to ongoing treatment, the next appropriate level of care, mental health services, primary medical care, housing resources, transportation, employment, and other medical and supportive services.

The priority population for these services are individuals of all gender identities and race/ethnicities, age 18 and above, who are residents of Alameda County and who are under the influence of alcohol and other substances at admission. The awarded Contractor shall prioritize serving residents of Alameda County who are:

- Pregnant women
- Intravenous drug users
- Involved with the criminal justice system; and
- Diagnosed with co-occurring mental health and/or other complex medical issues

**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:

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<sup>2</sup> [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202320240SB43](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB43)

- Have at least ten years of experience providing behavioral health and medical services to the priority population within the last fifteen years;
- Have a minimum of three years demonstrated experience prescribing MAT (medication assisted treatment) services and/or effectively connecting individuals to MAT services over the past five years; and
- Have at least ten years of experience billing Drug Medi-Cal within the last fifteen years.

Program funding includes revenue from Medi-Cal; as such, ACBHD shall disqualify proposals submitted with subcontractors performing any portion of the clinical services described in this RFP.

See Section II. C. Small Local Emerging Business (SLEB) Preference Points for more information on SLEB certification, 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
- Are received after the stated deadline
- Submitted with subcontractors performing any portion of the clinical 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 contracts from this RFP will include conformance with all of the following throughout the program period:

- Provide sobering care and withdrawal management;
- Recruit, manage and retain qualified staffing team as indicated in Section F. 3. Planned Staffing and Organizational Capacity;

- Provide services that follow evidence-based practices including but not limited to: motivational interviewing, trauma informed care, relapse prevention, and crisis de-escalation.
- Conduct ongoing monitoring to ensure that staff who provide clinical services have a valid license and have no restrictions;
- Plan for and implement continuous training and quality improvement, including but not limited to cultural and linguistic responsiveness;
- Promote cultural responsiveness and multi-culturalism using Culturally and Linguistically Appropriate Services (CLAS),<sup>3</sup> which includes tracking and reporting to ACBHD any training or activities that meet the CLAS requirements;
- Complete trainings required to access and conduct data entry in a timely manner into the County's electronic information management and claiming system;
- Complete other trainings as required or requested by the County;
- Submit an attestation confirming employee validation against Office of the Inspector General (OIG) and Other Exclusion Lists;
- Comply with ACBHD's contractual and administrative requirements, as listed in Exhibit A-1: Substance Use Disorder Standard Requirements,<sup>4</sup> ACBHD Policies and Procedures Manual<sup>5</sup> and ACBHD QA Manual;<sup>6</sup> and
- Adhere to the following Medi-Cal, state and federal requirements listed in Appendix D: Other Requirements.

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<sup>3</sup> <https://thinkculturalhealth.hhs.gov/clas/standards>

<sup>4</sup> <https://bhcsproviders.acgov.org/providers/network/forms.htm#contract>.

<sup>5</sup> <https://bhcsproviders.acgov.org/providers/PP/Policies.htm>

<sup>6</sup> [https://bhcsproviders.acgov.org/providers/QA/qa\\_manual.htm](https://bhcsproviders.acgov.org/providers/QA/qa_manual.htm)

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

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

The priority population is individuals who are acutely intoxicated, age 18 and older. These individuals likely have alcohol and substance use and dependence and often face housing instability and frequently have co-occurring medical and mental health conditions. Their substance use can lead to social isolation, job loss, food insecurity, and significant disruption to their social connections and daily routines. Given these vulnerabilities, it is essential that this priority population be linked to treatment services as early as possible including through sobering care and withdrawal management, to support stabilization and continued engagement in substance use treatment.

The successful Bidder will demonstrate an understanding of the priority population’s needs and challenges and experience in providing urgent levels of care to individuals with substance dependence.

**2. *Service Delivery Approach***

The awarded Contractor will operate two teams: one for sobering care and one for withdrawal management. Both teams will operate out of the county-owned Cherry Hill facility in San Leandro.

**Sobering Care Team** will provide urgent level of care for individuals who are acutely intoxicated and who may be experiencing co-occurring mental health and other medical issues, offering a low barrier alternative to emergency departments. The Cherry Hill facility serves as a safe drop off location for law enforcement and crisis services, helping divert individuals from jail and the broader criminal justice system. The sobering care team will maintain strong partnerships with crisis support services and law enforcement so that when they encounter individuals in acute intoxication, they can connect them directly to sobering care.

Sobering care will offer a short-term, safe, medical, and clinically monitored environment to stabilize individuals and manage intoxication. The average length of stay in sobering care is six to 12 hours, with a maximum stay of 23.99 hours. This care will include medical screening and monitoring, short term stabilization, case management for assessment and linkage to ongoing care and treatment/other appropriate levels of care including mental health and medical care, and discharge planning with connection to resources such as recovery support, peer support, housing, legal, transportation, and employment.

The sobering care staff will be trained in evidence-based practices, including motivational interviewing, trauma informed care, relapse prevention, and crisis de-escalation to more effectively support clients. The medical team members that work within the sobering care team shall provide comfort medications, intravenous fluids, and other basic medical care needs to support client stabilization.

The awarded Contractor must be familiar with National Sobering Collaborative<sup>7</sup> initiatives that aim to expand and promote best practices for sobering care and support agencies to implement industry recognized standards.

The daily maximum should support services to an average of 43 individuals per day and be aligned with the facility fire clearance.

**Withdrawal Management Team** will provide clinically managed residential withdrawal management services for individuals experiencing acute intoxication or withdrawal from alcohol and other substances. Services are short-term, typically ranging from three to five days with a maximum stay of up to seven days in a residential setting.

Clients receive 24-hour monitoring, support, and withdrawal management symptoms assessment from trained and certified professionals in a structured environment that ensures safety, stabilization, and basic care needs. Services include on-site medical clearances, prescribing withdrawal management medications as needed, medication administration per protocol or prescriber orders, vital sign monitoring, clinical consultation, counseling, and case management to assess care needs and coordinate referrals to the next appropriate level of care, which may include mental health services, primary care, and MAT.

The awarded Contractor must be able to prescribe medication onsite and have established relationships with local pharmacies for timely access to medication (no more than four hours) and demonstrate competency in MAT prescribing.

Discharge planning includes case management and warm hand offs to ongoing social, recovery and supportive services including housing, legal, transportation, employment resources, peer support, and other community-based programs. Withdrawal management staff will be trained in evidence-based practices, including motivational interviewing, trauma informed care, relapse prevention, and crisis de-escalation to more effectively support clients.

The awarded Contractor must have DHCS license and ASAM 3.2 level of care designation and provide and document services in alignment with requirements for ASAM 3.2 level of care. Staff requiring state sanctions and certification must be in possession of license or certification as required by DHCS.

This team shall serve an average of 27 clients at any point in time and shall maintain a 1:15 client to staff ratio.

The awarded Contractor shall maintain the following hours:

- Office hours: Monday through Friday, 9:00 a.m. to 5:00 p.m.
- Residential Detoxification Service: Seven days per week, 24 hours per day
- Sobering Station: Seven days per week, 24 hours per day

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<sup>7</sup> <https://nationalsobering.org/>

- Transportation: Seven days per week, 24 hours per day as needed

The program will receive self-referrals and referrals from County entities, including hospitals, law enforcement, Community Based Organizations (CBOs), Medi-Cal Managed Care Plans (MCPs), and County programs such as Crisis Services, Full-Service Partnerships (FSPs), and Acute Crisis Care and Evaluation for Systemwide Services (ACCESS). Depending on the results of the screening and assessment, the clients will be placed in the sobering care, withdrawal management, or referred to other appropriate services.

Bidders should describe their plan to provide sobering care and withdrawal management to clients, including to individuals who may be reluctant to engage in treatment and individuals who may present with various co-occurring mental health and medical issues. Bidders should also include client supportive expenditures in their plan and budget.

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

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

#### **Sobering Care:**

- 20 Full Time Employee (FTE) sobering technicians (individuals with experience working in crisis settings, lived experience preferred)
- 2 FTE Substance Use Navigator
- 3 FTE Registered Nurse (RN),
- 7 Licensed Vocational Nurse (LVN), Emergency Medical Technician (EMT) or Paramedic
- 0.5 FTE Prescriber
- 0.5 FTE Program Manager (medical education, training, and experience working in acuity settings required)

#### **Withdrawal Management:**

- 12 FTE Substance Use Disorder (SUD) Counselor
- 4.7 FTE Medical Staff
- 2 FTE SUD Navigator
- 1 FTE Licensed Practitioner of the Healing Arts (LPHA)
- 0.5 FTE Prescriber
- 0.5 FTE Program Manager (medical education, training, and experience working in acuity settings required)

Bidders may propose additional program staff, as appropriate, to provide program services, 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 who will provide clinical, medical, and community support services to clients.

[Facility licensure is required for withdrawal management. It is possible that implementation of withdrawal management may be delayed while obtaining facility licensure for this service.](#)

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

- Plan for obtaining fire clearance and licensing at the Cherry Hill facility;
- 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 County entities and programs including but not limited to:

- Hospitals,
- Law enforcement,
- SUD Recovery/Rehabilitation Centers,
- CBOs,
- MCPs,
- Crisis Services
- FSPs, and
- ACCESS.

The awarded Contractor should also have demonstrated working relationships with organizations assisting beneficiaries in making the safest choices, local pharmacies, and Alameda County Public Health Department.

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

**5. Ability to Track Data**

Contractor shall provide services toward achieving the following quality and impact objectives:

**Sobering Care:**

- i. Ensure that capacity is managed in such a way that clients are not turned away from services unless facility is at maximum capacity as noted via facility fire clearance at any point in time. If facility is at maximum capacity, client or referring party should be provided with the next open time slot based on projected discharge of other clients.
- ii. At least 50 percent of clients stay six hours or longer.
- iii. At least 90 percent of clients are offered a referral to withdrawal management, residential treatment, outpatient treatment,<sup>8</sup> or community supports (e.g., Alcoholics Anonymous (AA), Narcotics Anonymous (NA), etc.), as clinically indicated upon discharge. The number “discharged” shall be those who complete the discharge process in full (i.e., not clients who left suddenly, perhaps against medical advice).
- iv. At least 25 percent of clients referred to withdrawal management are enrolled in such services after discharge.

**Withdrawal Management**

- i. At least 50 percent of clients who initially request withdrawal management have an intake appointment within 48 hours of initial request.
- ii. At least 60 percent of clients stay three days or longer.
- iii. At least 90 percent of clients are offered a referral to residential treatment, outpatient treatment, or community supports (e.g., Alcoholics Anonymous, Narcotics Anonymous, Wellness Recovery Action Plan groups, etc.), as clinically indicated, upon discharge.
- iv. At least 40 percent of clients referred to outpatient or residential treatment services are enrolled in such services after discharge.

Bidders may propose additional benchmarks for outcomes and provide rationale for additional benchmarks. Bidders will be evaluated based on their plan for meeting program outcomes as well as their ability to track client progress.

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

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<sup>8</sup> Outpatient treatment programs through ACBHD also provide intensive outpatient treatment.

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.

## II. 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**

<b>Event</b>	<b>Date/Location</b>	
Request for Proposals (RFP) Issued	March 19, 2026	
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	April 1, 2026 10:00 – 11:30 am	<p><b>Join via Teams</b>  <a href="https://teams.microsoft.com/meet/2419747047594?p=t1LkOt4wkdiIQBazi0">https://teams.microsoft.com/meet/2419747047594?p=t1LkOt4wkdiIQBazi0</a>  Meeting ID: 241 974 704 759 4  Passcode: vc3wj9df</p> <p><b>Join via Phone</b>  <a href="tel:+14159153950">+1 415-915-3950, 227794897#</a>  <a href="tel:(888)7158170"> (888) 715-8170, 227794897#</a>  Phone conference ID: 227 794 897#</p>
2 <sup>nd</sup> Bidders' Conference	April 2, 2026 2:00 – 3:30 pm	<p><b>Join via Teams</b>  <a href="https://teams.microsoft.com/meet/27977128987574?p=b2zQFQdlieTpfYs8A2">https://teams.microsoft.com/meet/27977128987574?p=b2zQFQdlieTpfYs8A2</a>  Meeting ID: 279 771 289 875 74  Passcode: JQ9Hg3aN</p> <p><b>Join via Phone</b>  <a href="tel:+14159153950">+1 415-915-3950, 380145586#</a>  <a href="tel:(888)7158170"> (888) 715-8170, 380145586#</a>  Phone conference ID: 380 145 586#</p>
Addendum Issued	April 10, 2026	
<b>Proposals Due</b>	<b>May 4, 2026, by 2:00 pm</b>	
Review/Evaluation Period	May 4 – May 22, 2026	
Oral Interviews (as needed)	May 22, 2026	
Award Recommendation Letters Issued	May 29, 2026	

Event	Date/Location
Board Consideration Award Date	September 2026
Contract Start Date	October 1, 2026

**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 to be considered for the contract award<sup>9</sup>. 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):

621420 ([Outpatient Mental Health and Substance Abuse Centers](#)).

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<sup>9</sup> Bidders who do not meet SLEB requirements may request a waiver.

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. Any proposals received after stated time and/or date or at an email address other than the stated 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
- 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 their proposals, and must submit all signed statements contained within the Bid Response Packet. 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-weight 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/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The evaluation criteria and respective weights for this RFP are contained in Table 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>	Pass/Fail
<b>3. ORGANIZATIONAL CAPACITY AND REFERENCES</b>	
<b>a. Debarment and Suspension</b> To be considered for contract award, the Bidder and its principal may not be identified on the list of Federally debarred, suspended or other excluded parties located in the following databases: <ul style="list-style-type: none"> <li>• <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></li> <li>• <a href="https://exclusions.oig.hhs.gov/">https://exclusions.oig.hhs.gov/</a></li> <li>• <a href="https://files.medical.ca.gov/pubsdoco/Sandllanding.aspx">https://files.medical.ca.gov/pubsdoco/Sandllanding.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
<b>b. References</b> How do the Bidder's references respond to the following: <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>	5
<b>4. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY</b>	
Complete and submit a synopsis of the highlights and benefits of each proposal.	

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<b>5. BIDDER MINIMUM QUALIFICATIONS</b>	
<ul style="list-style-type: none"> <li>• Have at least ten years of experience providing behavioral health and medical services to the priority population within the last fifteen years;</li> <li>• Have a minimum of three years demonstrated experience prescribing MAT (medication assisted Treatment) services and/or effectively connecting individuals to MAT services over the past five years; and</li> <li>• Have at least ten years of experience billing Drug Medi-Cal within the last fifteen years.</li> </ul>	Pass/Fail
<b>6. BIDDER EXPERIENCE, ABILITY 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 the <b>Understanding of and Experience with the Priority Population.</b></p>	
<p><b>i. Understanding of Priority Population</b> How well does Bidder demonstrate understanding of the priority population including:</p> <ul style="list-style-type: none"> <li>• The needs, risk factors, and challenges with engaging individuals that are eligible for sobering care and withdrawal management, and who may have co-occurring mental health and/or medical issues</li> </ul>	10
<p><b>ii. Experience with Priority Population</b> How well does Bidder demonstrate experience working with the priority population including:</p> <ul style="list-style-type: none"> <li>• Providing urgent levels of care to individuals with substance dependence.</li> <li>• Developing and implementing successful strategies to address individuals with alcohol and substance dependence in acute crisis, including MAT</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> </ul>	10
<p><b>b.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under the <b>Service Delivery Approach.</b></p>	
<p><b>i. Service Delivery to Clients</b> How well-matched is Bidder's plan to provide services, including:</p> <ul style="list-style-type: none"> <li>• Plan for providing an urgent level of care for individuals who are acutely intoxicated and who may be experiencing co-occurring mental health and/or other medical issues,</li> <li>• Plan for engaging clients reluctant to engage in treatment, including the use of client incentives and Evidence-Based Practices</li> </ul>	12

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<ul style="list-style-type: none"> <li>Plan for providing basic medical care</li> <li>Plan for ensuring a successful transition to other treatment services and assistance, including follow-up</li> </ul>	
<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></p> <p>How well-matched is Bidder's staffing plan, including:</p> <ul style="list-style-type: none"> <li>How appropriate is proposed plan for program staffing including staff positions, staff education and/or experience, language capacity, roles, responsibilities, and supervision structure?</li> <li>How well matched is Bidder's plan for hiring, training, supervising, and retaining staff? How well do staff reflect the priority population and language profiles?</li> <li>How appropriate is Bidder's plan for supervision and oversight of proposed program components?</li> </ul>	9
<p><b>ii. Capacity and Organizational Infrastructure</b></p> <p>How well does Bidder describe its organizational infrastructure, and how well-matched to the proposed services is this infrastructure, including:</p> <ul style="list-style-type: none"> <li>How well does Bidder describe how program services will be integrated into Bidder's existing organizational structure and services?</li> </ul>	9
<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 plan to leverage current partnerships, and outreach to establish new relationships to support Clients in meeting their needs?</li> </ul>	8
<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, client level data?</li> <li>How well does Bidder demonstrate experience with data collection and electronic data and/or tracking systems?</li> </ul>	8
<p><b>7. IMPLEMENTATION SCHEDULE AND PLAN</b></p>	

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<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>	
<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 realistic does Bidder account for timeline to complete each specified milestone? Milestones include: <ul style="list-style-type: none"> <li>○ Obtaining necessary licenses and clearances. Bidder should list out all necessary licenses and clearances with timeline.</li> <li>○ In the case of a transition of provider, ensuring continuity of services during the transition period.</li> <li>○ Hiring</li> <li>○ Reaching stated outcomes for sobering care and withdrawal management</li> </ul> </li> </ul>	9
<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
<p><b>8. COST</b></p>	
<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  <i>For example:</i>  <math>\\$100,000 / \\$100,000 = 1 \times 5 \times 5 = 25 \text{ points}</math></li> </ul>	2

RFP SECTION AND EVALUATION CRITERIA	WEIGHT
<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
<p><b>ORAL INTERVIEW, IF APPLICABLE</b></p> <p>Criteria are created with the CSC/Evaluation Panel.</p>	
<p><b>PREFERENCE POINTS, IF APPLICABLE</b></p>	
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 is anticipated to be two years 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.

### III. APPENDICES

#### A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHD and Contractor.
ACBHD	Alameda County Behavioral Health Department, a department of the Alameda County Health.
ASAM 3.2	Clinically Managed Residential Withdrawal; high-intensity and population specific services
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFP.
Board	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.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
Medical Detoxification	Medically supervised removal of substances (alcohol, opioids, etc.) to manage acute withdrawal symptoms, preventing serious harm
Federal	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.

## SOBERING CARE &amp; WITHDRAWAL MANAGEMENT SERVICES #26-01

Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Proposal (RFP)	Shall mean this document, which is the County of Alameda's request for proposal to provide the services being solicited herein; also referred herein as RFP.
Response	Shall refer to Bidder's proposal submitted in reply to RFP.
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies.
SUD	Substance Use Disorder

**B. BID RESPONSE PACKET**

**C. 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> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

**E Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor'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".

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|  | <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> |
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## **D. 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 regulation, as well as the policies of ACBHD "Clinical Documentation Standards" manual which may be found 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, 10 Contractor will check and verify all employees, both clinical and non-clinical, who will be providing and/or supporting services under this program, for:

- National Plan & Provider Enumeration System (NPPES) – NPI Number (<http://npiregistry.cms.hhs.gov/>) (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://mcweb.apps.prd.cammis.medi-cal.ca.gov/references/sandi>)
- Social Security Administration Death Master File (SSDMF)
- SUD Certification and/or Registration is verified and current with CAADE, CADTP or CCAPP

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>11</sup>

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<sup>10</sup> [OCS.C.001 HCSA Exclusion Screening Policy.pdf](#)

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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
- 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<sup>12[3]</sup> / 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:

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

<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.

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

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- 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.