



Alameda County Behavioral Health Care Services
1900 Embarcadero Cove, 4th Floor
Oakland, CA 94606

COUNTY OF ALAMEDA

**REQUEST FOR QUOTATION
SPECIFICATIONS, TERMS & CONDITIONS
for
STATE COMPLIANT REPORTING AND CLAIM PROCESSING**

For complete information regarding this project, see RFQ posted at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact the person listed below. Thank you for your interest!

CONTACT PERSON: Barry Hall, Information Systems Coordinator

Telephone Number: (510) 510-8174

E-mail Address: BHall@acbhcs.org

RESPONSE DUE

by

2:00 p.m.

on

Friday, April 6, 2012

at

Alameda County Behavioral Health Care Services
1900 Embarcadero Cove, Suite 400
Oakland, CA 94606

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL/QUOTATION No. 900XXX
SPECIFICATIONS, TERMS & CONDITIONS
for
STATE COMPLIANT REPORTING AND CLAIM PROCESSING

TABLE OF CONTENTS

Page 1 of 2

	Page
I. ACRONYM AND TERM GLOSSARY	4
II. STATEMENT OF WORK	
A. Intent.....	5
B. Scope	5
C. Specific Requirements / Vendor Qualifications	5
D. Debarment / Suspension Policy.....	6
E. Deliverables/Reports	7
III. INSTRUCTIONS TO BIDDERS	
F. County Contacts	9
G. Calendar of Events	9
H. Submittal of Bids.....	10
I. Response Format	11
IV. TERMS AND CONDITIONS	
J. Term / Termination / Renewal	12
K. Pricing.....	13
L. Award	13
M. Invoicing.....	14
N. County Provisions	15
O. Online Contract Compliance System	18
P. Compliance Information and Records.....	19
Q. Account Manager / Support Staff.....	19
R. General Requirements	19

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TABLE OF CONTENTS

Page 2 of 2

ATTACHMENTS

- Exhibit B – Bid Form
- Exhibit C – Insurance Requirements
- Exhibit D – Current References
- Exhibit E – SLEB Certification Application Package
- Exhibit F – Small Local Emerging Business (SLEB) Partnering Information Sheet
- Exhibit G – Request for Bid Preference
- Exhibit H – First Source Agreement
- Exhibit I – Exceptions, Clarifications, Amendments
- Exhibit J – Standard Services Agreement Template

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Bid	Shall mean the bidders'/contractors' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFP/Q
Board	Shall refer to the County of Alameda Board of Supervisors
CSC	Shall refer to County Selection Committee
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
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
Labor Code	Refers to California Labor Code
OSHA	Refers to California Occupational Safety and Health Administrations
Proposal	Shall mean bidder/contractor response to this RFP
PO	Shall refer to Purchase Order(s)
Quotation	Shall mean bidder's response to this RFQ
Request for Proposal / Request for Quotation	Shall mean this document, which is the County of Alameda's request for contractors'/bidders' proposal to provide the goods and/or services being solicited herein; also referred herein as RFP or RFQ
Response	Shall refer to bidder's proposal or quotation submitted in reply to RFP/Q
RFQ	Request for Quotation
SLEB	Small Local Emerging Business
Source Reduction	Refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging
State	Refers to State of California, its departments and/or agencies

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to obtain consulting services for the recommendation, remediation, test and implement system changes to the existing revenue generating and state compliance reporting processes

The County intends to award a one year contract (with option to renew) to the bidder(s) selected as the lowest responsible bidder whose response meets the County's requirements.

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

B. SCOPE

The Centers for Medicare and Medicaid Services (CMS) is underway with implementation activities to convert from Health Insurance Portability and Accountability Act (HIPAA) Accredited Standards Committee (ASC) X12 version 4010A1 to ASC X12 version 5010 and National Council for Prescription Drug Programs (NCPDP) version 5.1 to NCPDP version D.0.

The state through the Center for Medicare and Medicaid Services (CMS) has extended the deadline to comply with version 5010 to 6/30/12. Alameda County will need to remediate, test, and implement system changes to their proprietary billing system to meet this mandated deadline.

C. SPECIFIC REQUIREMENTS / VENDOR QUALIFICATIONS

1. Vendor Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing INSYST Client Data and Billing System and eCURA Managed Care consulting services for at least five (5) years in a California County.
- b. Bidder shall have a minimum of at least five (5) years experience with VAX-VMS operating system.

- c. Bidder shall have a minimum of at least five (5) years experience with DEC Datatrieve (DTR) system.
- d. Bidder shall have a minimum of at least two (2) years experience with SPSS behavioral health statistical software.

2. Specific Requirements

- a. Bidder shall have a minimum of at least five (5) current verifiable years experience with Client Data, Medi-Cal Claiming, Void/Replace Claims, and HIPAA Compliance Reporting requirements with the State of California Departments of Alcohol and Drug Programs, and the Department of Mental Health.
- b. Bidder shall have a minimum of five (5) current verifiable years experience working with a California County Behavioral Health Department similar in size and scope to Alameda County Behavioral Health Care Services.

D. DEBARMENT / SUSPENSION POLICY

- 1. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP/Q response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - a. The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
 - b. Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

E. DELIVERABLES/REPORTS

Analyze and remediate the following data and reporting processes to assure that the Department is in compliance with State **new and evolving** mandated reporting and claiming requirements.

1. Revenue Generation and State Compliant Claim Processing

- A.** Restructure the BHCS Billing and Medi-Cal Unit Processes For State Short-Doyle Medi-Cal Claiming
- Continue to refine newly established procedures and priorities in alignment with new Medi-Cal claiming processes. Continue to monitor newly implemented tools and utilize current technologies to eliminate current established labor intensive procedures and promote efficient and productive procedures and output.
 - Continue workflow analysis of the BHCS Medi-Cal claiming process to help identify duplication of effort and increase coordination of effort in conjunction with ongoing State changes to the newly implemented 5010 format for the Short Doyle Medi-Cal claiming system.
 - Continue the development of workflow analysis in order to further the implementation process of new business processes to achieve the desired Medi-Cal claiming and revenue generation outcomes with the highest efficiency of staff resources.
- B.** Finalize the design and implement processes to maximize the BHCS claiming revenue on a scheduled basis taking into consideration the following:
- Preprocessors for automation of data verification and remediation.
 - Standardization of error processing policies and procedures
 - Documentation/organization for claims dissemination
 - Payment Processing Analysis
 - Claim denial/correction process
- C.** Continue the Design process to analyze and monitor the BHCS contracted providers 'coordination of benefits' claiming process for compliance with Medi-Cal claiming in accordance with HIPAA mandates to help increase BHCS Medi-Cal revenue. Analyze and develop processes to capture the coordination of benefits information for Medi-Cal claiming.
- Design, develop and implement tracking reports
 - Develop FAQ'S to support process
- D.** Redesign the BHCS practices for denial reconciliation and implement revised business processes in alignment with the new State Medi-Cal Void and Replace process for denied Medi-Cal claims taking into consideration the following:
- Timeliness for processing of V/R claims
 - Storage/Access to correction database
 - Dissemination of error reports/access
 - Development of FAQ'S
 - Standardization of error correction
 - Tracking for timeliness

- E.** Continued design and develop other reporting processes for the purpose of capturing unrealized Medi-Cal revenue.
 - Develop new Reports for the purpose of monitoring Medi-Cal claiming levels and denial rates for the purpose of remediation.

- F.** Ongoing analysis and development of reporting and data updates within the BHCS Medi-Cal claiming system to support developing health care reform business models in order to capitalize on the California Bridge to Reform, (Section 1115 Waiver Proposal).
 - Continue to develop reports or processes to monitor BHCS “Low Income Health Program” as new priorities develop.

G. Analysis of SDMC 5010 Implementation

- Analyze current proprietary billing information and data structures
- Prepare current data for new 5010 requirements
- Develop reports/pre-processors for identifying inadequate data
- Develop Testing Plan

2. State Short-Doyle Medi-Cal Void and Replace (VR) for Mental Health and Alcohol and Other Drug environments.

- Work with identified Finance staff/workgroups to create a process/calendar of events for managing the VR process utilizing intricate knowledge of InSyst System billing structure.
- Review/analyze MHS356 and other InSyst reports for Cost Reporting working with Finance Department and Vendor

3. Develop Procedures and Processes for monitoring enhancements to the System Master Tables as per HIPAA security guidelines in order to protect data integrity.

4.

- Develop reporting tools for Inquiry/monitoring InSyst System Master Tables
- Work with Billing/Finance staff on Master Table Updates including addition of new Providers.
- Identify processes to track all changes for all Master Files including but not limited to: Provider Master, Provider Balances, Location Master, Insurance Procedure Codes, Billing Precedence, Medi-Cal crosswalk etc. in both MHS and AOD environments.

5. SPSS and Datatrive (DTR) Report Writing/Training

A. System Data Modifications.

- Setup guidelines for system data modifications.
- Staff training for implementing automated scripts.

B. DTR Reporting – Ongoing consultation and staff training.

- Address training needs as identified through report requests.
- Develop Gross Claiming Reports to support Billing/Finance

C. AB3632 System Tracking Reports.

- Working with BHCS Analyst Identify/create reports for tracking

III. INSTRUCTIONS TO BIDDERS

F. COUNTY CONTACTS

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on April 6, 2012 to:

Barry Hall, Information Systems Coordinator
Alameda County Behavioral Health Care Services
1900 Embarcadero Cove, Suite 400
Oakland, CA 94606
510-567-8174
BBHall@acbhcs.org

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

G. CALENDAR OF EVENTS

Event	Date/Location
Request Issued	March 26, 2012
Written Questions Due	by 5:00 pm on March 30, 2012
Response Due	Friday, April 6, 2012 by 5:00 p.m.
Evaluation Period	April 9 – 10, 2012
Award Date	April 10, 2012
Contract Start Date	July 1, 2012

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a Bid, 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.

H. SUBMITTAL OF BIDS

1. All bids must be received at Behavioral Health Care Services Information Systems Offices or via email by 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED.

Bids will be received only at the physical or email address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

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

2. Bids are to be addressed and delivered as follows:

State Compliant Reporting and Claim Processing
Barry Hall, Information Systems Coordinator
Alameda County Behavioral Health Care Services
1900 Embarcadero Cove, Suite 400
Oakland, CA 94606

Or

BBHall@acbhcs.org

3. Bidder's name and return address must also appear on the mailing package.
4. Bidder agrees and acknowledges all RFP/Q specifications, terms and conditions and indicates ability to perform by submission of its bid.
5. Submitted bids shall be valid for a minimum period of thirty (30) days/months.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one

response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

8. Proprietary or Confidential Information: No part of any bid 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/Q may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted bid responses. 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.).
9. All other information regarding the bid responses will be held as confidential until such time as the County has completed their evaluation, an intended award has been made by the County, and the contract has been fully negotiated with the intended awardee named in the intent to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business 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, will receive mailed intent to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
10. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

I. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response Content and Submittals Completeness Checklist.

IV. TERMS AND CONDITIONS

J. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP/Q, will be one year.
2. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of such termination, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP/Q at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP/Q, may be extended for two additional one year terms at agreed prices with all other terms and conditions remaining the same.

K. PRICING

1. Prices quoted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP/Q.
2. Price escalation for the second and third years of any contract awarded as a result of this RFP/Q, shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit B.
3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP/Q.
4. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
5. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.

6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
8. Bidder shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested in the bid form.
9. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
10. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
11. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

L. AWARD

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.
2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP/Q 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. The County reserves the right to award to a single or multiple contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to Board approval.
8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template using the hyperlink provided in Exhibit J. The template contains minimal Agreement boilerplate language only.
9. The RFP/Q specifications, terms, conditions and Exhibits, RFP/Q 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/Q.

M. 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 (30) 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 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.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

N. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP/Q; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP/Q.

2. Small and Emerging Locally Owned Business: A small business is as defined by the United States Small Business Administration. For this RFP/Q, applicable industries include, but are not limited to, the following NAICS Code(s): 541519 as having no more than \$25,000,000 in average annual gross over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. To access the online (pdf) version of this application please go to:
<http://www.acgov.org/auditor/sleb/forms/commonapp.pdf>.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP/Q; and which holds a valid business license issued by the County or a city within the County.

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 the following provisions shall apply to this RFP/Q:

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.
- c. The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.
- d. The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:
 - (1) Non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents;
 - (2) Mon-profit churches or non-profit religious organizations (NPO);
 - (3) Public schools; and universities; and
 - (4) Government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

3. Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is ten percent (10%) [five percent (5%) local, and five percent (5%) certified]. Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.
4. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFQ are to allow Alameda County ten (10) working days to refer potential candidates to vendor to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Vendor will be pre-screened, qualified applicants based on vendor specifications. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Vendor.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this

RFP/Q. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

O. ONLINE CONTRACT COMPLIANCE SYSTEM

Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this bid process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

Upon contract award:

1. The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use Elation Systems free of charge.
2. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
 - a. Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Oakland, California area.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

P. COMPLIANCE INFORMATION AND RECORDS

1. As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

Q. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP/Q and any contract which may arise pursuant to this RFP/Q.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the Behavioral Health Care Services Information Systems and Finance Offices to ensure that established standards are adhered to.
4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

R. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

2. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
3. Contractor personnel shall be easily identifiable as non-County employees (e.g., work uniforms, badges, etc.).

EXHIBIT A

COUNTY OF ALAMEDA

State Compliant Reporting and Claim Processing

BID FORM

Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay, not to exceed the grand total lump sum cost, for the one-year term of any contract that is a result of this bid.

Description	Year 1	Year 2	Year 3
	Hourly Rate	Hourly Rate	Hourly Rate
Revenue Generation and State Compliant Claim Processing			
State Short-Doyle Medi-Cal Void and Replace (VR) for Mental Health and Alcohol and Other Drug environments.			
Develop Procedures and Processes for monitoring enhancements to the System Master Tables as per HIPAA security guidelines in order to protect data integrity.			
SPSS and Datatrieve (DTR) Report Writing/Training			

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: _____ SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

Exhibit C

CONTRACTORS INSURANCE REQUIREMENTS SYSTEM

The Risk Management Unit has developed a new basic insurance requirement system to assist its clients in determining the appropriate insurance to require from County Contractors. This new system can be applied to your operations effective immediately. You may access the County of Alameda Minimum Insurance Requirement forms [here](#) (or visit: http://dsmain/docushare/dscgi/ds.py/Get/File-5784/COI_Reqmt_DB.xls). You will find Risk Management's instructions, insurance requirements, and certificate numbers. The path to this may be found on the County intranet site: Alcoweb / Document Center / Risk Management / Contractors Insurance Requirements / COI Requirements Database.

EXHIBIT D
COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

CURRENT REFERENCES

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

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

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

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

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

Bidder's Name: _____	Initials _____
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EXHIBIT E

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP/Q County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

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

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

BIDDER IS A CERTIFIED SLEB (sign below)

SLEB BIDDER BUSINESS NAME: _____

SLEB Certification # _____ SLEB Certification Expiration Date ____/____/____

NAICS Codes Included in Certification _____

BIDDER is NOT a certified SLEB and will subcontract _____ % with the SLEB named below for the following goods/services: _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: ____/____/____

SLEB Certification Status: Small Emerging

NAICS Codes Included in Certification _____

Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Signature: _____ Date: _____

EXHIBIT F
COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

REQUEST FOR BID PREFERENCE

PLEASE READ AND COMPLETE THIS FORM CAREFULLY:

IF YOU WOULD LIKE TO REQUEST THE **LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS** BID PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR RFP/Q SUBMITTAL. IN ADDITION, IF APPLYING FOR A **LOCAL BID PREFERENCE**, SUBMIT THE FOLLOWING:

- 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 vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Subject to the requirements of the SLEB program and the criteria of each procurement process, the maximum bid evaluation preference points for being certified is 10% (5% local & 5% certified). Compliance with the SLEB program is required for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects, but no preference points are applied.

Check the appropriate boxes below (2 maximum) and provide the requested information.

<input type="checkbox"/> Request for 5% LOCAL Bid Preference (Complete 1-4, print name, title, sign and date below)			
1. Company Name			
2. Street Address			
3. Telephone Number			
4. Business License #			
<input type="checkbox"/> Request for 5% SMALL Local Business Bid Preference <u>OR</u> <input type="checkbox"/> Request for 5% EMERGING Local Business Bid Preference (Complete certification information below)			
SLEB Certification #:		SLEB Certification Expiration Date	/ /
NAICS Codes Included in SLEB Certification			

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _____

Print/Type Title: _____

Signature: _____

Date: _____

EXHIBIT G

COUNTY OF ALAMEDA

**RFP/Q No. 900xxx
for**

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

DBA

Type of Entity: Individual Sole Proprietor Partnership
 Corporation Tax-Exempt Government or Trust

Check the boxes that apply:

Goods Only Goods & Services Rents/Leases Legal Services
 Rents/Leases paid to you as the agent Medical Services Non-Medical Services – Describe _____
 Other _____

Federal Tax ID Number (required): _____

P.O. Box/Street Address: _____

Vendor Contact's Name: _____

Vendor Contact's Telephone: _____ Fax: _____

Vendor Contact's E-mail address: _____

Please check all that apply:

- LOC Local Vendor (Holds business license within Alameda County)
- SML Small Business (as defined by Small Business Administration)
- I American Indian or Alaskan Native (>50%)
- A Asian (>50%)
- B Black or African American (>50%)
- F Filipino (>50%)
- H Hispanic or Latino (>50%)
- N Native Hawaiian or other Pacific Islander (>50%)
- W White (>50%)

Number of entry level positions available through the life of the contract: _____

Number of other positions available through the life of the contact: _____

This information to be completed by County:
Contract # _____
Contract Amount: _____
Contract Term: _____

EXHIBIT H
COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION**

Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

(Company Name)

(Vendor Signature)

(Date)

(East Bay Works / One-Stop Representative Signature)

(Date)

Justification for Non-Compliance:

EXHIBIT I

COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

STANDARD SERVICES AGREEMENT TEMPLATE

The Standard Services Agreement template may be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

EXHIBIT J

COUNTY OF ALAMEDA

STATE COMPLIANT REPORTING AND CLAIM PROCESSING

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over \$25,000

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____