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**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (BHCS)  
REQUEST FOR PROPOSAL (RFP) 17-02  
SPECIFICATIONS, TERMS & CONDITIONS  
For  
SCHOOL-BASED INTENSIVE-COUNSELING ENRICHED SPECIAL DAY CLASS (I-CESDC)**

**INFORMATIONAL MEETING/BIDDERS' CONFERENCES**

Date	Time	Location
<p style="text-align: center;"><b>Thursday February 16, 2017</b></p>	<p style="text-align: center;"><b>1:30 pm – 3:30 pm</b></p>	<p style="text-align: center;"><b>Alameda County Behavioral Health Care Services Agency 1900 Embarcadero Cove, Suite 205 Oakland, CA (Wildcat Canyon Room)</b></p>
<p style="text-align: center;"><b>Friday February 17, 2017</b></p>	<p style="text-align: center;"><b>1:30 pm – 3:30 pm</b></p>	<p style="text-align: center;"><b>Public Works Agency 399 Elmhurst Street Hayward, CA (Conference Room 340A – 3<sup>rd</sup> Floor in Annex Building) Limited Parking – Carpooling is recommended</b></p>

**PROPOSALS DUE  
by 2:00 pm on Friday, March 17, 2017**

**to**

**RFP 17-02 c/o Belinda Davis  
1900 Embarcadero Cove Suite 205  
Oakland, CA 94606**

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

**Contact: Belinda Davis**

**Email: [BDavis@acbhcs.org](mailto:BDavis@acbhcs.org) Phone: 510.383.2875**

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## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms and conditions for Alameda County Behavioral Health Care Services (hereafter BHCS or County) to seek proposals for the provision of Intensive Counseling Enriched Special Day Classes (I-CESDC) to Alameda County school-age children and youth to successfully address their mental health, emotional, behavioral and/or substance use issues that create a barrier to their effective learning.

BHCS will use this Request for Proposals (RFP) to establish a new contract with one provider that will provide I-CESDC services.

Any contract that results from this RFP process will be rate-based and pro-rated for the fiscal year at the contract start date. If the successful bidder is current BHCS Medi-Cal contracted provider with established rates for the services in this RFP, those rates will be used for this new program award.

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. BHCS reserves the right to dissolve a contract if/when Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.

The County is not obligated to award any contract as a result of this RFP process. The County may, but is not obligated to renew any awarded contract. Any renewal of awarded contract shall be contingent on the availability of funds, Contractor performance, continued prioritization of the activities and priority populations, as defined and determined by BHCS.

BHCS intends to award one provider for a total funding allocation of \$252,000.

### B. BACKGROUND

In 1986, Assembly Bill 3632 (AB 3632) mandated that County Mental Health departments provide mental health services to any special education student with an Individual Education Plan (IEP) that specified such services were needed to succeed in school. Local school districts were responsible for providing counseling and guidance services to meet the child's needs. Students requiring mental health services beyond the capacity of what the school could provide were referred to the county mental health department.

In 2010, funding for AB3632 services was vetoed and later repealed by the State Legislature. The regulations that prevail under AB3632 are now the sole responsibility of the local school districts. In Alameda County, BHCS partnered with the local school districts' Special Education Local Planning Areas (SELPA) to continue to provide mental health services that

were beyond the school district's capacity to provide. The same services under AB3632 (except medication management) are now referred to as Education Related Mental Health Services (ERMHS).

ERMHS may include residential placement or intensive outpatient therapeutic services such as individual, group or family counseling. Through an ERMHS Assessment, conducted either by BHCS Children's Specialized Services (CSS) or a school district staffer, the student's eligibility and the types of mental health services that he/she can benefit from is determined.

For emotional and behavioral issues that specifically arise in the classroom, a student's IEP may recommend an I-CESDC placement which is a structured, intensive school-based program designed to address the student's mental health, emotional, and behavioral issues that create a barrier to effective learning.

I-CESDC programs are typically located on comprehensive school campuses and are designed for students who can benefit from participating in educational and extra-curricular activities provided on the campus with additional mental health and educational supports. This include students who are transitioning back from non-public school (NPS) mental health programs as well as students who, without I-CESDC, would rise to an NPS placement level.

In most Alameda County school settings, mental health staff can either be employed by the County, the School District, or a BHCS-contracted agency. A Special Education teacher and an instructional aide, both provided by the local school district, and a mental health staffer are the core staffing composition of an I-CESDC classroom. Additional mental health support staff may be added, as needed. The team designs a classroom environment that facilitates academic success, interpersonal success and personal growth.

The focus of the mental health staff is to address disruptive and/or any other emotionally driven behavior immediately. The goal is to provide effective treatment interventions that will improve classroom dynamics, allow educators to teach which will lead to effective student learning. An immediate intervention by a counselor gives a child the best opportunity to redirect problem behavior so the student can return to learning while protecting the learning environment of their classmates. Students may spend more than 50 percent of their school day in this counseling-enriched classroom setting depending on their needs.

The I-CESDC school site is currently staffed by a BHCS-contracted agency to fill a gap in needed services for Alameda Unified School District (AUSD) while a full procurement process is completed. This interim assignment was given to an agency with the understanding that a formal RFP process would be completed prior to the beginning of the 2017-18 school year.

The programs will be funded in part through Early Periodic Screening Diagnosis and Treatment (EPSDT) dollars for students who are eligible for Medi-Cal. The local school districts are responsible for paying the EPSDT Local Match for students who are Medi-Cal

eligible and the full cost for services rendered to students in the program who do not have Medi-Cal as their primary health insurance provider.

BHCS is seeking proposals that demonstrate the Bidder's capability in providing services that are culturally responsive, client-centered, and clearly grounded in well-matched, feasible, evidence-based or promising practice models.

### **C. SCOPE**

BHCS' Children System of Care (CSOC) has partnered with local school districts within Alameda County to provide ERMHS to eligible children and youth, age five through 19 years old, who fit the criteria for the service need. BHCS will use this RFP to establish a new contract with a provider who will provide school-based I-CESDC in one classroom at Lincoln Middle School in AUSD.

The students participating in I-CESDC have serious mental health, behavioral and emotional difficulties that have resulted in more than one of the following:

- Significant impairments in major life activities, that have become increasingly disabling over time requiring frequent, supportive and intensive interventions to avoid removal from their home and/or school;
- Compromised ability to self-regulate and thrive in contained or resourced classrooms without intensive interventions;
- Slow academic progress due to behavior problems and lack of therapeutic support with concurrent high rate for disciplinary referrals due to school-related incidents; and
- Difficulty with interpersonal relationships and require interventions at home and/or in the community.

The services described in this RFP are designed to respond to the needs of this population.

### **D. BIDDER MINIMUM QUALIFICATIONS**

To be eligible to participate in this RFP, Bidders must successfully demonstrate in their proposal how they meet all of the following Bidder Minimum Qualifications:

- a. Have at least two years of organizational experience providing services to the priority population(s) within the last five years;
- b. Have at least two years of experience billing Medi-Cal through a County within the last three years;
- c. Currently employ at least one Licensed Practitioner of the Healing Arts (LPHA); and
- d. Have no current open Quality Assurance (QA) investigations and/or Plan of Correction with BHCS, if Bidder is an existing BHCS-contracted provider.

BHCS shall disqualify any proposal submitted that subcontracts for clinical services with an organization that settles to cost for Medi-Cal services anywhere in California.

Proposals that exceed the contract maximum amounts and the County maximum rate or are unreasonable and/or unrealistic in terms of budget, as solely determined by BHCS, shall be disqualified from moving forward in the evaluation process.

Bidders are eligible to participate in the RFP process if they meet the Bidder Minimum Qualifications. BHCS will disqualify proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications, and these disqualified proposals will not be evaluated by the County Selection Committee (CSC)/Evaluation Panel and will not be eligible for contract award under this RFP.

#### **E. SPECIFIC REQUIREMENTS**

Contracts awarded from this RFP will require conformance with all of the following:

- Proper credentialing and re-credentialing of licensed staff who will be billing to Medi-Cal;
- Ongoing monitoring to ensure that staff who are providing clinical services has a valid license and has no restrictions;
- Obtaining Medi-Cal Site Certification;
- Completion and submission of a signed Letter of Agreement (see Appendix B) with AUSD within two months of program start;
- Plan for, and implementation of, continuous training and quality improvement on cultural and linguistic responsiveness;
- Verification of Medi-Cal eligibility on a monthly basis;
- Clinical supervision and quality assurance capacity to ensure compliance with Medi-Cal documentation requirements and the quality of care to clients;
- Data entry in a timely manner, as instructed, into the County's electronic information management and claiming system (currently InSYST); and
- Completion of the Child Assessment of Needs and Strengths (CANS) with new and current clients during treatment plan review and update.

#### **Medi-Cal Billing, Clinical and Quality Assurance Requirements**

To implement these services successfully, providers shall demonstrate and have the capability to conduct all of the activities listed below. Bidders agree by submittal of proposal(s) that they will comply with all of the following if awarded a contract(s):

- Independently adhere to all Medi-Cal documentation standards, including, but not limited to, Assessments, Treatment Plans and Progress Notes that are in compliance with Medi-Cal standards as set forth by Federal and State regulation, as well as the policies of ACBHCS some of which are summarized here:

- The Assessment shall establish medical necessity.
  - The Assessment shall incorporate all of the items included on the most current ACBHCS QA Regulatory Compliance Tool, in the most current ACBHCS Clinical Documentation Standards Manual, and per any changes as directed in ACBHCS QA memos.
  - Contractor must stay current with all changes in Assessment requirements and adopt those changes.
  - The format of the Treatment Plan shall be structured in a manner that allows for client-driven goals, objectives and interventions.
  - The Treatment Plan shall incorporate all of the items included on the most current ACBHCS QA Regulatory Compliance Tool, in the most current ACBHCS Clinical Documentation Standards Manual, and per any changes as directed in ACBHCS QA memos.
  - Contractor must stay current with all changes in Treatment Plan requirements and adopt those changes.
  - The format of a Progress Note shall provide a structure in compliance with Medi-Cal documentation standards and meet criteria for claiming for Medi-Cal.
  - The Progress Note shall incorporate all items included on the most current ACBHCS QA Regulatory Compliance Tool, in the most current ACBHCS Clinical Documentation Standards Manual, and per any changes as directed in ACBHCS QA memos.
  - Contractor shall record services in progress notes and in the BHCS data system with the correct procedure codes. Contractors shall deepen their understanding and use of these codes through outside trainings and/or study.
  - The current ACBHCS “Clinical Documentation Standards” manual may be found here: [http://www.acbhcs.org/providers/QA/docs/ga\\_manual/7-1\\_CLINICAL\\_DOCUMENTATION\\_STANDARDS.pdf](http://www.acbhcs.org/providers/QA/docs/ga_manual/7-1_CLINICAL_DOCUMENTATION_STANDARDS.pdf)
  - Contractor shall be familiar with Federal, State and ACBHCS regulations and standards pertaining to claiming to Medi-Cal.
- Attend all required scope of practice training and documentation training activities in order to appropriately and successfully bill to Medi-Cal.
  - Obtain and maintain a valid fire clearance from the local fire department for the program site address 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 ACBHCS QA Office. Contractor understands that they may not operate at a site without a valid fire clearance.
  - Meet minimum requirements for a program site as set forth in CCR, Title 9, Section 1810.435. All contracted program sites must be certified in accordance with the mental health Medi-Cal Program Site Certification Protocol. Contractors are responsible for preparing all materials required for a Medi-Cal Program Site Certification:

[http://www.acbhcs.org/providers/network/docs/2013/MH\\_Medi-Cal\\_Program\\_Certification\\_protocol.pdf](http://www.acbhcs.org/providers/network/docs/2013/MH_Medi-Cal_Program_Certification_protocol.pdf)

- Attend all BHCS sponsored trainings related to start-up and maintenance of Medi-Cal billing – see the full list of requirements in Appendix B: Medi-Cal Requirements;
- Follow all ACBHCS policies and procedures in the ACBHCS Quality Assurance Manual: [http://www.acbhcs.org/providers/QA/qa\\_manual.htm](http://www.acbhcs.org/providers/QA/qa_manual.htm)
- Attend the monthly ACBHCS Clinical Quality Review Team (CQRT) group meetings for the first year of contract. CQRT requires one Licensed Practitioner of the Healing Arts (LPHA) to attend for every seven charts that are reviewed. Find the updated CQRT manual here: [http://www.acbhcs.org/providers/QA/docs/qa\\_manual/9-1\\_CQRT\\_MANUAL.pdf](http://www.acbhcs.org/providers/QA/docs/qa_manual/9-1_CQRT_MANUAL.pdf)

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

Bidders shall demonstrate their capability to fulfill the above requirements and ability to adhere and comply with all standards to implement these programs.

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

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

Bidders shall have experience working with students who have been identified at risk of losing school placements and at times, their residential placements. Due to a higher rate of disciplinary referrals related to school incidents, these students can be significantly behind academically due to behavior problems and lack of therapeutic support.

Students participating in the I-CESDC classroom at Lincoln Middle School come from diverse racial and ethnic groups with an overwhelming proportion of the youth from families with very low income. Poverty adds another layer of impediment to the students' ability to learn and exacerbates their social, emotional and behavioral problems. Therefore, Bidders must demonstrate capacity to provide services that not only address the behavioral and academic needs of these students but are inclusive of the cultural, linguistic and socioeconomic considerations for working with the priority population.

While Bidders may not directly contact school personnel during the RFP process, Bidders are encouraged to conduct in depth research on the priority populations and appropriate program models that match their needs.

## 2. Service Delivery Approach

AUSD teachers, Instructional Aides and provider Mental Health staff shall utilize creative, innovative approaches for engaging students, especially those who have suffered difficulties and failure in previous academic experiences. They are expected to work as a coordinated team, to conduct regular team meetings for strategizing classroom and individual student interventions with the ultimate goal of maximizing positive mental health outcomes and social/emotional learning. The team members are also expected to participate in student IEP meetings as needed. Student goals included in the provider's treatment plan and AUSD IEP should be aligned.

The program model must include the following services but shall not exceed 16 hours of services per client per month:

- Individual Therapy (at least 1 hour per week)
- Group Therapy (at least 1 hour per week)
- Family Engagement (at least 2 hours per month)
- Crisis Intervention (as needed)
- Plan Development
- Case Management/Brokerage
- Collateral Services
- Individual and Group Rehabilitation Services
- Clinical Assessments and Evaluations

Each student shall receive any of the services above, based on the needs of the student as determined by the IEP team.

Bidders must propose a program model that will meet the needs of the students and the school. The use of Evidence Based Models and Promising Practices are strongly encouraged.

The following resources may be used when formulating specific program models:

- Cognitive Behavioral Intervention for Trauma in Schools: <http://cbitsprogram.org/>
- Promising Practices Network on children, families and communities: <http://www.promisingpractices.net/>

A typical placement in an I-CESDC setting is one to two years on average; however, the duration can be adjusted according to the individual's progress, need, and responsiveness to interventions. Students shall be given the opportunity to mainstream when he/she demonstrates the necessary academic and behavioral skills, emotional regulation and requisite coping skills to be successful in that setting. In general, this readiness may be shown when a student maintains a moderately high level of engagement in the behavioral program and can successfully participate in mainstream coursework with minimal support. Other exit criteria shall be specified in

the student's IEP. The IEP team is responsible for making the final decision on transitioning a student back to the home school.

**3. Planned Staffing and Organizational Infrastructure**

Services shall be provided in each pre-determined school classroom, every school day, during school hours. BHCS expects that Bidders will have, at minimum, the following staffing model to deliver I-CESDC services for a classroom size of a minimum of 8 but no more than a maximum of 12 students per classroom:

# of full-time staff	Staff	Role
1	Licensed Clinician (LPHA)	Lead on therapeutic interventions, treatment plans and subsequent IEP goals in collaboration with the Special Education teacher. Delivers individual and group therapy sessions.
1	Mental Health Support Staff	Provides mental health/behavioral interventions, as needed, to support the school district staff in the classroom, as directed by the Special Education Teacher.
Based on need	Psychiatrist	Provides medication support to students who have Medi-Cal as their primary health insurance; non-Medi-Cal students shall be referred to their health care plan and/or BHCS ACCESS line.

While the minimum requirement for this program is one full-time LPHA staff and one full-time Mental Health Support Staff, the Support Staff may include an additional LPHA or a Mental Health Rehabilitation Specialist (MHRS). Programs may not have MHRS staff only. An LPHA must be included in the program model.

Services may include pre-licensed individuals in addition, but not in lieu of, one paid full-time LPHA staff person. The licensed clinician position must be comprised of one person.

The goal of the clinician in the I-CESDC Program is to provide appropriate treatment goals and behavioral plans that meet the students' IEP goals. The clinician may employ various clinical techniques to target those goals and also provides guidance to educational and mental health staff to address disruptive and/or any other emotionally driven behavior immediately.

AUSD will provide the following academic staff in each classroom identified in this RFP:

# of full-time staff	Staff	Role
1	Special Education Teacher (Appropriately Credentialed)	Provides daily academic support and classroom management
1-2	Instructional Aide	Provides/receives support with behavioral interventions from the Mental Health staff, as directed by the Special Education Teacher

The successful Bidder(s) will be an organization that demonstrates adequate infrastructure to deliver the proposed program model. Appropriate infrastructure includes:

- Organizational capacity for billing Medi-Cal and for managing operations in a manner that maximizes revenue generation while maintaining quality of care;
- Recruiting, hiring and retaining staff who are appropriately skilled, experienced and credentialed for the services being delivered;
- Providing clinical supervision to ensure that each staff and any pre-licensed staff have appropriate and regular supervision with a seasoned licensed supervisor;
- Monitoring of clinicians' credentials to the Office of Inspector General's requirements for delivering Medi-Cal services;
- Maintaining quality assurance of Medi-Cal documentation standards; and
- Developing and maintaining the technology and staff support to collect and analyze data outside a BHCS-approved data collection and claiming system.

As part of the agreement to provide mental health services in school sites, AUSD will provide adequate and designated office space to service providers. Therefore, these costs should NOT be included in proposed budgets.

**4. Forming Partnerships and Collaboration**

The awarded Contractor shall be required to consult with school personnel to positively impact the overall school climate and culture to promote social and emotional well-being of clients and students. Service providers shall demonstrate their capability to form meaningful partnerships with school personnel and be cognizant of and adaptable to the cultures and processes within schools. The awarded contractor(s) shall participate in IEP's and school process meetings, as needed.

Bidders shall demonstrate their experience with and capability to form partnerships and collaborations to implement this program successfully. The Mental Health provider

must meet with the school district staff (Special Education Teacher and Classroom Supports Staff) at least once per week to discuss student progress and challenges. Mental Health staff must also align treatment plans and subsequent interventions with IEP goals to support students' social emotional and academic growth. Additionally, Mental Health staff, in collaboration with the Special Education Teacher, shall have daily community Meetings with students (all students need not be present for this activity). Mental Health staff will have daily staff check-ins which will include the school district staff as time permits. The Mental Health provider must meet quarterly with BHCS, AUSD, and all I-CESDC providers in the district. BHCS will coordinate the quarterly meeting.

The awarded Contractor shall develop and maintain a signed LOA with Lincoln Middle School and AUSD by October 1<sup>st</sup> of the initial school year, with the purpose of outlining roles and responsibilities, collaboration, and communication regarding services being provided. This LOA will be renewed each fiscal year and amended as needed. At a minimum, the LOA shall specify minimum staffing and space requirements as well as minimum and maximum enrollment per classroom.

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

The awarded Contractor(s) will be required to track data and outcomes for the purpose of reporting and continuous quality improvement of services. Contractor shall input CANS data for each client at initial assessment and every six months thereafter or more frequently, if clinically indicated, to measure progress on the following student outcomes:

### **a. Increased Student Achievement Over Time**

Students with behavioral and emotional difficulties may display poor academic achievement. Achievement deficits may be related to low skills, but inevitably those difficulties are also connected to lost instruction due to disciplinary issues and difficulties attending to instruction related to poor coping skills. Through the receipt of mental health services, it is expected that children's achievement will increase as well, over time.

### **b. Increased Positive Coping Skills**

It is the expectation that children who receive school-based mental health services will increase their coping skills to the extent that they function better socially, behaviorally, and emotionally. Designated mental health personnel shall administer CANS to determine baselines for each student at the start of mental health services, at the end of the school year, and/or upon termination of services, in order to monitor student progress and program efficacy.

**c. Improved Student Attendance**

Children with emotional and behavioral difficulties often have poor attendance. This can be related to psychiatric hospitalizations, fears and anxieties related to school, disciplinary actions leading to suspension, as well as incarceration. Through the receipt of mental health services, it is expected that children's attendance will improve over time.

Contractor will work collaboratively with BHCS to establish specific benchmarks for these measures during the first year of the contract.

Service providers shall participate in BHCS evaluations and surveys as needed.

Through submittal of proposals, Bidders shall demonstrate their experience with tracking data and outcomes and their plan to track data and measure outcomes for this program.

**II. INSTRUCTIONS TO BIDDERS**

**A. COUNTY CONTRACTS**

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

The BHCS website <http://www.acbhcs.org/Docs/docs.htm#RFP> and the General Services Agency (GSA) website [https://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) are the official notification and posting places for this RFP and any Addenda.

The evaluation phase of the competitive process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby CSC/Evaluation Panelists during the evaluation process. Attempts by Bidders to contact CSC/Evaluation Panelists may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, as specified in the Calendar of Events to:

Belinda Davis  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606  
Email: [BDavis@acbhcs.org](mailto:BDavis@acbhcs.org)

## **B. CALENDAR OF EVENTS**

<b>Event</b>	<b>Date/Location</b>	
Request for Proposals (RFP) Issued	Wednesday, February 8, 2017	
Bidder's Written Questions Due	By 5:00 pm on the day of 2 <sup>nd</sup> Bidder's Conference – BHCS strongly encourages Bidders to submit written questions earlier.	
1 <sup>st</sup> Bidders' Conference	Thursday, February 16, 2017	1:30 pm – 3:30 pm 1900 Embarcadero Cove, Ste 205, 2 <sup>nd</sup> Floor, Oakland (Wildcat Canyon Room)
2 <sup>nd</sup> Bidders' Conference	Friday, February 17, 2017	1:30 pm – 3:30 pm 399 Elmhurst St., Hayward (Conference Rm 340A – 3 <sup>rd</sup> Floor in Annex Building) Limited Parking – Carpooling is recommended
Addendum Issued	Friday, February 24, 2017	
<b>Proposals Due</b>	<b>Friday, March 17, 2017 by 2:00 pm</b>	
Review/Evaluation Period	March 17, 2017 through April 12, 2017	
Oral Interviews (as needed)	Thursday, April 13, 2017	
Award Recommendation Letters Issued	Wednesday, April 19, 2017	
Board Agenda Date	July 2017	
Contract Start Date	August 1, 2017	

**Note:** Award Recommendation, Board Agenda and Contract Start dates are approximate. Other dates are subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, Bidder certifies that if awarded a contract Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

## **C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS**

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, Bidders must meet the County's SLEB requirements in order to be considered for the contract award. These requirements can be found online at:

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

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 624110 and 624190.

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.

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

BHCS strongly recommends that Bidders thoroughly read the RFP prior to attending any Bidders' Conferences. BHCS 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.

BHCS shall respond to written questions submitted prior to the Bidders' Conferences, in accordance with the Calendar of Events and verbal questions received at the Bidders' Conferences, whenever possible at the Bidders' Conferences. BHCS 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 SEALED and received by BHCS **no later than 2:00 pm on the due date and location specified on the RFP cover and Calendar of Events in this RFP.**

BHCS cannot accept late and/or unsealed proposals. If hand delivering proposals, please allow time for parking and entry into building.

BHCS shall only accept proposals at the address and by the time indicated on the RFP cover and in the Calendar of Events. Any proposals received after said time and/or date or at a place other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened.

All proposals, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated delivery address prior to the time designated. BHCS' 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. Bidders must complete and submit their proposal using the Fillable Forms Template<sup>1</sup>. Proposals shall include:
  - a. One original hard copy proposal in a three-ring binder, with original ink signatures. Original proposal is to be clearly marked on the cover (it should be clear who the Bidder is on the front of the binder);
    - The original proposal must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. A signed statement by either the Executive Director or the Board President on an agency letterhead will meet this requirement.
  - b. Seven copies of proposal. Copies must be unbound without a three-ring binder.
  - c. Enclosed with the hard copy include, a USB flash drive clearly marked with the Bidder and RFP name with the following saved on it:
    - An electronic copy of the proposal, saved with Bidder's name;
    - An electronic Excel copy of the completed Exhibit B-1 Program Budget, saved with the Bidder's name.

The County requests that all proposals submitted shall be printed double-sided and on minimum thirty percent post-consumer recycled content paper.<sup>2</sup>

Bidders shall use the Fillable Forms Template for submittal of proposals to ensure that proposals are:

- Single spaced;
- Use 11-point Arial font and
- Conform to the maximum page limits.

3. The County will not consider telegraphic, electronic or facsimile proposals.

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<sup>1</sup> The Fillable Forms Template was created using Adobe Acrobat Pro which is not compatible with Google Chrome. In order for the fillable fields to work properly, open the Template using other web browser such as Internet Explorer, Safari, etc.

<sup>2</sup> Inability to comply with this recommendation will have no impact on the evaluation and scoring of proposals.

4. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of proposal.
5. Submitted proposals shall be valid for a minimum period of eighteen months.
6. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
7. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).
8. All other information regarding proposals shall be held as confidential until such time as the CSC/Evaluation Panel has completed their evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive mailed intent to award/non-award notification, which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the BHCS website.
9. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

#### **F. RESPONSE FORMAT/PROPOSAL RESPONSES**

Bidders shall use the **Fillable Forms Templates (posted on the BHCS and GSA websites)** to submit proposals. This section provides the point system that the CSC/Evaluation Panel will use to evaluate proposals. BHCS encourages Bidders to reference that section when responding to this RFP.

The person(s) administering the competitive process will review each proposal for completeness against the RFP requirements and ensure that responses conform to the page maximum for each section and sub-section indicated in Table 1. 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 material deviation from the requirements may be cause for rejection of the proposal, as determined at BHCS’ sole discretion.**

The proposal sections, instructions and page maximums are contained in Table 1.

**Table 1**

Section	Instructions	Page Max.
1. <b>TITLE PAGE</b>	Use the Fillable Forms Template to complete and submit the requested information.	1
2. <b>EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE</b>	Use the Fillable Forms Template to complete and submit the requested information.	1
3. <b>LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY</b>	Use the Fillable Forms Template to complete and submit a synopsis of the highlights and benefits of each proposal.	1
4. <b>BIDDER MINIMUM QUALIFICATIONS AND SPECIFIC REQUIREMENTS</b>	Use the Fillable Forms Template to describe and demonstrate how Bidder meets all of the criteria.	2
	a. Have at least two years' experience providing mental health services in a school-based environment;	
	b. Experience in billing Medi-Cal services through the County at least two years within the last five years;	
	c. Have at least one LPHA in order to deliver the required services; and	
	d. Have no current open QA plan of correction.	
5. <b>ORGANIZATIONAL CAPACITY AND REFERENCE</b>	<b><u>Supply Organizational Capacity and Reference sections a. and b. in the original proposal only.</u></b>	N/A
	<p><b>a. Debarment and Suspension</b> Bidders, its principal and named subcontractors must not be identified on the list of Federally debarred, suspended or other excluded parties located in the following databases:</p> <ul style="list-style-type: none"> <li>• <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></li> <li>• <a href="https://exclusions.oig.hhs.gov/">https://exclusions.oig.hhs.gov/</a></li> <li>• <a href="https://files.medi-cal.ca.gov/pubsdoco/Sandllanding.asp">https://files.medi-cal.ca.gov/pubsdoco/Sandllanding.asp</a></li> </ul>	N/A
	<p><b>b. References</b> Use the Fillable Forms Template to provide three current and three former references that Bidder worked with on a similar scope, volume and requirements to those outlined in this RFP. Bidders must verify that the contact information for all references provided is current and valid. Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.</p> <p>The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that</p>	2

Section	Instructions	Page Max.
	described in this request. The County reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.	
<b>6. BIDDER EXPERIENCE, ABILITY AND PLAN</b>	Use the Fillable Forms Template to complete and submit the information below.	14 total
	<b>a. Describe, in detail, Bidder's <i>Understanding and Experience with the Priority Population Needs and the Service Delivery Approach</i>, including:</b>	
	i. Bidder's clinical understanding of the priority population including the following needs: <ul style="list-style-type: none"> <li>• Behavioral;</li> <li>• Academic;</li> <li>• Socio-economic; and</li> <li>• Cultural and Linguistic.</li> </ul>	1
	ii. Bidder's clinical experience that demonstrate the following: <ol style="list-style-type: none"> <li>1) Experience providing services to the priority population; and</li> <li>2) Experience providing mental health services in a school-based setting.</li> </ol>	1
	iii. Bidder's planned service delivery approach that addresses the following: <ol style="list-style-type: none"> <li>1) The evidence-based model that will work best in addressing the clinical needs identified for this population ; and</li> </ol>	1
	<ol style="list-style-type: none"> <li>2) How a typical day in an I-CESDC classroom would look .</li> </ol>	1
	<b>b. Describe, in detail, Bidder's <i>Planned Staffing, Program Model and Organization Infrastructure</i>, including:</b>	
	i. Bidders proposed program structure that takes into account the following: <b><i>(Insert a one-page copy of Bidder's current organizational chart as ATTACHMENT 1A)</i></b> <ol style="list-style-type: none"> <li>1) Management oversight to meet the desired outcomes; and</li> <li>2) Leadership to ensure program and fiscal functions are held accountable to ensure the program's success.</li> </ol>	1
	ii. Bidder's planned staffing, including: <b><i>(Insert a one-page copy of Bidder's proposed program chart, including staff names and lines of supervision, as ATTACHMENT 2B. If staff have not been hired indicate job title and qualification.)</i></b> <ol style="list-style-type: none"> <li>1) Capacity for Quality Assurance (QA)</li> </ol>	1

	<ul style="list-style-type: none"> <li>• How many FTE staff does your organization currently have allocated to QA?</li> <li>• What is their experience with Medi-Cal documentation?</li> <li>• How often are charts reviewed and what elements are being reviewed?</li> </ul>	
	<p>2) Clinical Supervision</p> <ul style="list-style-type: none"> <li>• How are clinicians evaluated and provided feedback?</li> <li>• How often is documentation training done? What does it include?</li> </ul>	1
	<p>3) Access to a psychiatrist</p> <p>How do you plan for those students who require medication support to have access to a psychiatrist?</p>	1
	<p>4) Required Staffing Ratio</p> <ul style="list-style-type: none"> <li>• Describe the staffing model being proposed and the rationale for it.</li> <li>• Describe how staff will be prepared to provide culturally responsive services.</li> </ul>	1
	<ul style="list-style-type: none"> <li>• Describe the staff's qualifications and experience. <ul style="list-style-type: none"> <li>○ What are the roles of direct and non-direct service staff?</li> <li>○ Who will be licensed and non-licensed?</li> </ul> </li> </ul>	1
	<p><b>c.</b> Describe, in detail, Bidder's ability and experience in <b>Forming Partnerships and Collaboration</b> in program services including:</p> <p>i. Bidder's experience cultivating relationships with the school district staff (i.e., principal, teacher, instructional aide, etc.):</p> <p>1) Describe how you plan to collaborate with school district staff to successfully address each student's mental health needs to achieve each of the student's IEP and treatment plan goals.</p>	1
	<p>2) Describe how you have handled a difficult situation with either the school staff and/or the student's family. What was the challenge and how did you resolve it?</p>	1
	<p>3) Describe how you plan to integrate and collaborate with the school personnel to mainstream the student while in the program and upon discharge.</p>	1
	<p><b>d.</b> Describe, in detail, Bidder's Experience and Plan to <b>Track Data and Outcomes</b>, including Bidder's plan for collecting data specified in this RFP and tracking outcomes for quality improvement.</p>	1

<b>7. COST</b>	<p>Budget</p> <p><b>a.</b> Cost-Coefficient – Bidder does not need to submit anything additional for this.</p> <p><b>b.</b> Complete and submit one <b>EXHIBIT B-1: BUDGET WORKBOOK</b> (saved in MS Excel).</p> <p>See <b>EXHIBIT B-1: BUDGET WORKBOOK INSTRUCTIONS</b> in the Fillable Forms Template for detailed instructions. Complete and submit all worksheets in the Workbook.</p>	2 total (in addition to Exhibit B-1 Budget Workbook)
	<p><b>c.</b> Bidder’s detailed <b>Budget Narrative</b> to explain the costs and calculations in the <b>B-1: BUDGET WORKBOOK</b>.</p> <p>i. Bidder’s narrative on how the proposed program budget is aligned with the requirements of this RFP taking into account how calculations were made on the following and explanation on any variances in costs:</p> <ol style="list-style-type: none"> <li>1. Required Staffing</li> <li>2. Salaries and Benefits</li> <li>3. Operating Expenses</li> <li>4. Administrative and/or Indirect Costs</li> <li>5. Revenue</li> </ol>	
<b>8. IMPLEMENTATION SCHEDULE AND PLAN</b>	<p>Using the Fillable Forms Template complete and submit the following:</p> <p><b>a.</b> Bidder’s Implementation Schedule and Plan with responsible persons, milestones and due dates</p>	2
	<p><b>b.</b> Bidder’s identification and strategies for mitigation of risks and barriers, which may adversely affect the program’s implementation</p>	1
<b>EXHIBITS</b>	<b>EXHIBIT C: INSURANCE REQUIREMENTS</b>	N/A
	<b>EXHIBIT D: EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS</b>	

**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 BHCS 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 a contract to the responsible Bidder whose response conforms to the RFP and whose proposal presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidder that demonstrates the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced proposal.

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

Each of the Evaluation Criteria below shall be used in ranking and determining the quality of proposals. Proposals shall be evaluated according to each Evaluation Criteria and scored on a zero to five-point scale shown in Table 2. The scores for all the Evaluation Criteria shall be added according to their assigned weight, as shown in Table 3, to arrive at a weighted score for each proposal. A proposal with a high weighted total shall be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any program is five hundred fifty (550) points including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

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

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

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

**Table 2**

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

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

**Table 3**

RFP SECTION	EVALUATION METHOD	EVALUATION CRITERIA	WEIGHT
1. TITLE PAGE	Reviewed for completeness	Complete/Incomplete	Pass/Fail
2. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE		Meets/Does Not Meet Minimum Qualification	
3. LETTER OF TRANSMITTAL/ EXECUTIVE SUMMARY		Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete. Additionally, bid responses that do not conform to the page limitations in Table 1, will be rated a Fail in the Evaluation Criteria and will receive no further consideration.	
4. BIDDER MINIMUM QUALIFICATIONS	a. <b>Two Year Experience with Priority Population</b> Reviewed to determine whether the Bidder had demonstrated that they meet all Bidder Minimum Qualifications		
	b. <b>Two Year Experience with Medi-Cal Billing</b> Reviewed to determine whether the Bidder had demonstrated that they meet all Bidder Specific Requirements		
	c. <b>Minimum LPHA Staffing</b> Reviewed to determine whether the Bidder had demonstrated that they meet Bidder Specific Requirements		
	d. <b>No Current Open QA Plan of Correction</b> Reviewed to determine whether the		

	Bidder had demonstrated that they meet Bidder Specific Requirements		
<b>5. ORGANIZATIONAL CAPACITY AND REFERENCES</b>	<b>a.</b> Debarment and Suspension	To be considered for contract award, the Bidder and its principal may not be identified on the list of Federally debarred, suspended or other excluded parties located in the following databases: <ul style="list-style-type: none"> <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.medi-cal.ca.gov/pubsdoco/Sandllanding.asp">https://files.medi-cal.ca.gov/pubsdoco/Sandllanding.asp</a></li> </ul>	Pass/Fail
	<b>b.</b> BHCS will accept only non-BHCS references. BHCS will check <b>references</b> for Bidders placed on the shortlist and ask the references standard questions, which will be evaluated by the Evaluation Panel.	How do the Bidder's references rate 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;</li> <li>• Areas in which Bidder could have improved;</li> <li>• Availability, training, documentation and reliability on a scale of one to five;</li> <li>• Whether the project was completed on time and on budget;</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>6. BIDDER EXPERIENCE, ABILITY AND PLAN</b>	<b>a.</b> The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under the Clinical Understanding and Experience with Priority Population Needs.		(25) Section Subtotal
	<b>i.</b> Understanding of the Priority Population	How well does Bidder demonstrate understanding of the priority population including the following needs: <ul style="list-style-type: none"> <li>• Behavioral</li> <li>• Academic;</li> </ul>	5

		<ul style="list-style-type: none"> <li>• Socio-economic; and</li> <li>• Cultural and Linguistic.</li> </ul>	
	ii. Experience with Priority Population	<p>Does Bidder’s clinical experience demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Does Bidder demonstrate relevant and substantial experience working with the priority population?</li> <li>• How responsive is the program design to the priority population in terms of race/ethnicity, culture and the specific needs of the priority population?</li> </ul>	5
	iii. Service Delivery Approach	<ul style="list-style-type: none"> <li>• How clear and well developed is Bidder’s program design from the time of referral to discharge?</li> <li>• How well-matched is Bidder’s program design to the RFP requirements? <ul style="list-style-type: none"> <li>○ Does the proposal include an acceptable evidence-based model or promising practice?</li> <li>○ Does the proposed model align with the BHCS program goals and student outcomes?</li> <li>○ Will the model address the needs of the priority population(s)?</li> <li>○ Does the proposal meet the service model set forth in the RFP?</li> </ul> </li> <li>• How well does the Bidder address cultural responsiveness?</li> <li>• How effective is Bidder’s plan to connect with and/or engage parents’ families/caregiver?</li> </ul>	15
	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 Planned Staffing, Program Model and Organizational Infrastructure:		(25) Section Subtotal
	i. Planned Organizational Infrastructure	<ul style="list-style-type: none"> <li>• How detailed and specific is Bidder’s response?</li> <li>• How well does the proposed program fit into Bidder’s organizational structure?</li> <li>• Is there sufficient oversight to ensure success?</li> <li>• How realistic and feasible is the Bidder’s experience, plan and capability to adhere to Medi-Cal documentation standards and requirements?</li> </ul>	15

	<p>ii. Planned Staffing</p>	<ul style="list-style-type: none"> <li>• How thorough, thoughtful and realistic is Bidder's plan in managing the required staffing ratio?</li> <li>• How well has Bidder resourced clinical supervision and quality assurance? <ul style="list-style-type: none"> <li>○ Have sufficient resources been allocated to ensure the quality of care and the prevention of audit findings?</li> </ul> </li> <li>• How realistic is the Bidder's plan in ensuring that the program has access to a psychiatrist?</li> </ul>	10
	<p>c. The Evaluation Panel will read and assign a score based on how detailed and specific the Bidder's response to following questions which will become the total score under Partnerships and Collaboration and Tracking Data and Outcomes:</p>		(15) Section subtotal
	<p>i. Partnerships and Collaboration</p>	<ul style="list-style-type: none"> <li>• How detailed and specific is Bidder's response?</li> <li>• How realistic is Bidder's plan to collaborate with the school personnel? <ul style="list-style-type: none"> <li>○ Does the Bidder's response indicate understanding of the ERMHS IEP process?</li> </ul> </li> <li>• Does the Bidder's plan align with the RFP's expectations?</li> </ul>	10
	<p>ii. Track Data and Outcomes</p>	<ul style="list-style-type: none"> <li>• How well resourced is Bidder's current data system?</li> <li>• How thorough, thoughtful and relevant is Bidder's plan to collect data to monitor the proposed program?</li> <li>• How well does Bidder use quantifiable/measurable outcomes?</li> <li>• How well does the Bidder use data to improve performance and quality?</li> <li>• How is data shared with school personnel?</li> </ul>	5
<b>7. COST</b>	<p>The Evaluation Panel will review the Exhibit B-1 Budget Workbook and the Budget Narrative and assign a score based on how the 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>		(10) Section subtotal
	<p>a. Cost Co-Efficient</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>	5

		<ul style="list-style-type: none"> <li>• Low bid divided by second lowest bid x 5 x weight = points</li> <li>• Low bid divided by third lowest bid x 5 x weight = points</li> <li>• Low bid divided by fourth lowest bid x 5 x weight = points</li> </ul>	
	<p>b. Budget c. Budget Narrative Review</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 the Bidder allocate staff and resources?</li> <li>• How appropriate are the staffing and other costs?</li> <li>• How well-matched are the budgeted staff and supervision times to the RFP requirements?</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>	5
<b>8. IMPLEMENTATION SCHEDULE AND PLAN</b>	a. Implementation Plan Review	<ul style="list-style-type: none"> <li>• How detailed and specific is Bidder's response?</li> <li>• How well does Bidder account for the school and other timelines?</li> </ul>	5
	b. Identification and Strategies for Mitigation of Risks and Barriers	<ul style="list-style-type: none"> <li>• How detailed and specific is Bidder's response?</li> <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 and solution-oriented are Bidder's strategies?</li> </ul>	5
<b>EXHIBITS</b>	Exceptions, Clarifications and Amendments	Complete/Incomplete Meets Minimum Requirements/ Fails to Meet Minimum Requirements	N/A

<b>ORAL INTERVIEW, IF APPLICABLE</b>	Criteria are created with the CSC/Evaluation Panel. The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. The scoring may be revised based on the oral interview.	10
<b>PREFERENCE POINTS, IF APPLICABLE</b>	Local Preference: Points equaling five percent of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

## **H. CONTRACT EVALUATION AND ASSESSMENT**

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

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

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

## **I. AWARD**

1. Proposals evaluated by the CSC/Evaluation Panel shall be ranked in accordance with the RFP section II.G. of this RFP.
2. The CSC shall recommend award of each contract to the Bidder who, in its opinion, has submitted the proposal that best conforms to the RFP and best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be recommended or made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single or multiple Contractors.
5. The County has the right to decline to award a contract in whole or any part thereof for any reason.
6. BOS approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to BOS approval.

8. 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 BHCS RFP contact. The template contains the agreement boilerplate language only.
9. The RFP specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

**J. PRICING**

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

**K. INVOICING**

- a. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- b. Payment will be made within thirty days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
- c. County shall notify Contractor of any adjustments required to invoice.
- d. 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.
- e. Contractor shall utilize standardized invoice upon request.
- f. Invoices shall only be issued by the Contractor who is awarded a contract.
- g. 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 BHCS. 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, 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.

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

#### **M. TERM/TERMINATION/RENEWAL**

The term of the contract, which may be awarded pursuant to this RFP, will be one year and may be renewed thereafter, contingent on the availability of funds, Contractor's performance, continued prioritization of the activities and priority populations, as defined and determined by BHCS.

### III. APPENDICES

#### A. GLOSSARY & ACRONYM LIST

ACCESS	Acute Crisis Care and Evaluation for System-wide Services. The point of contact for the Alameda County Behavioral Health Care Services-Behavioral Health Plan (BHP). Members of the BHP, their families and other individuals in the member's support system contact ACCESS to request referrals for behavioral health services.
Agreement	The formal contract between BHCS and the Contractor. Also referred to as Contract
Assessment	A service that is based on a method of interview, observation, and testing. This service may include a clinical analysis of the history and current status of a client or patient's mental, emotional, or behavior disorder, relevant cultural issues and history, diagnosis, and the use of testing procedures.
BHCS	Alameda County Behavioral Health Care Services, a department of the Alameda County Health Care Services Agency
Bid	A Bidders' response to this Request; used interchangeably with proposal
Bidder	The specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
Child Assessment of Needs and Strengths (CANS)	A multi-purpose communication tool to support decision making, including level of care and service planning that allow for the monitoring of outcomes and goal attainment. It is comprised of seven domains: Life Functioning; Strengths; Caregiver Strengths & Needs; Cultural Factors; Behavioral/Emotional Needs; and Risk Behaviors/Factors; and Trauma Experiences.
Case Management/Brokerage	Services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.
Children's Specialized Services (CSS)	Within BHCS, CSS provides the majority of assessment and case management services for special education students with mental health needs.
Client	The recipient of services; used interchangeably with beneficiary and consumer
Collateral	Contact with one or more significant support persons in the life of the Individual which may include consultation and training to assist in better utilization of services and understanding mental illness. Services include, but are not limited to, helping significant support persons to understand and accept the Individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the Individual is considered collateral.
Community Collaboration	The process by which various stakeholders (which may include consumers, families, citizens, agencies, organizations, and businesses) work together to share information and resources in

	order to accomplish a shared vision. Collaboration allows for shared leadership, decisions, ownership, vision, and responsibility.
Community-Based Organization	A non-governmental organization that provides direct services to beneficiaries
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
CSC	County Selection Committee or Evaluation Panel
Cultural Responsiveness	The practice of continuous self-assessment and community awareness on the part of service providers to assure a focus on the cultural, linguistic, socio-economic, educational and spiritual experiences of consumers and their families/support systems relative to their care.
Cultural Sensitivity	Is a set of skills that enables one to learn about and get to know people who are different from them, thereby coming to understand how to serve them better within their own communities
Culture	Refers to a group's pattern of communications, actions, customs, beliefs, values and institutions of racial, ethnic or social groups
Early Periodic Screening Diagnosis and Treatment (EPSDT)	Settlement of lawsuit against the state in 1995 expanded Medi-Cal services to beneficiaries less than 21 years of age needing specialty mental health services to correct or ameliorate mental illness (Federal Medicaid/California Medi-Cal)
Educationally Related Mental Health Services (ERMHS)	Previously referred to as AB 3632. These are services provided to a student, within their Individualized Education Program (IEP), whose behavioral and emotional needs are documents to be more intense in frequency, duration or intensity, affect their ability to benefit from their special education program and are manifested in school, at home and in the community.
Evidence based practice	Evidence based practices are well-defined and have been demonstrated to be effective through multiple research studies
Extended School Year	Also referred to as "Summer School" which usually starts in mid-June and runs through mid/end of July and is an extension on the current school year.
Federal	Refers to United States Federal Government, its departments and/or agencies
Full Time Equivalent (FTE)	A budgetary term used to describe the number of total hours worked divided by the maximum number of compensable hours in a full-time schedule as defined by law. For example, if the normal schedule for a staff person is 40 hours per week (40*52 weeks-4 weeks for vacation=1,920). Someone working 1,440 hours during the year represents 1,440/1,920=.75 FTE
Individualized Education Program (IEP)	A written document that's developed for each public school child who is eligible for special education and is designed to meet a child's unique learning needs. It is created through a team effort and reviewed at least once a year.
Letter of Agreement (LOA)	An agreement that articulates and clarifies the roles, responsibilities and expectations of each Party in their support of the Alameda County Behavioral Health Care Services (BHCS) contracted service provider

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.
Medi-Cal	California's Medicaid program, which provides health care coverage for more than six million low-income children and families as well as elderly, blind, or disabled individuals. Medi-Cal is jointly funded by the state and federal government and administered by the California Department of Health Services
Medical Necessity	A service or treatment which is appropriate for a client's diagnosis, and which if not rendered, would adversely affect the patient's condition; Medi-Cal covers only medically necessary services
Mental Health Services	Individual, family or group therapies and interventions that are designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency
Non-Public School	Are specialized private schools that provide services to public school students with disabilities pursuant to an individualized education program (IEP).
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.
Plan Development	Any or all of the following: development of coordination plans and/or individual service plans, approval of plans, verification of medical or service necessity, and monitoring of the Individual's progress.
Promising Practice	Practices that have been, or are being evaluated and have strong quantitative and qualitative data showing positive outcomes but does not yet have enough research or replication to support generalizable positive public health outcomes.
Proposal	Shall mean Bidder's response to this RFP; used interchangeably with bid.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Quality Assurance (QA)	The QA Office oversees the quality of services delivered to beneficiaries of the Mental Health Plan. The primary responsibility of the QA Office is to ensure that state and federal laws and regulations, and BHCS policies are met by all BHCS providers. Examples of this Office's responsibilities relating to delivery of services are to establish and monitor standards of clinical record documentation, notification to beneficiaries of their rights, etc.
Rate-based	A monthly reimbursement method for the contract period on either a set negotiated rate or provisional rate.
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

Service Provider	Individuals, groups, and organizations, including CBO and County-operated programs that deliver services to consumers and patients under an agreement or contract with BHCS
Serious Emotional Disturbance (SED)	Are a group of psychiatric disorders in children and adolescents which cause severe disturbances in behavior, thinking and feeling. Generally, children and adolescents have two to four diagnoses.
Special Education	The practice of educating students with special needs in a way that addresses their individual differences and needs (i.e., learning disabilities, communication disabilities, emotional and behavioral disorders, physical disabilities). Students with these kinds of special needs are likely to benefit from additional educational services such as different approaches to teaching, the use of technology, a specifically adapted teaching area, or a resource room.
Special Education Local Plan Areas (SELPA)	Per State mandate, provides county wide regional coordination and leadership in special education to insure compliance with state and federal laws relating to students with disabilities.
State	Refers to State of California, its departments and/or agencies
System Of Care	For the purposes of this RFP, SOC refers to Children's SOC, which is responsible for administering Alameda County Behavioral Health Care Services (BHCS) for children age zero to twenty-one.
Therapy	A service activity, which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments

**B. MEDI-CAL REQUIREMENTS FOR SERVICE PROVIDERS**

<b>Training Session (BHCS Unit)</b>	<b>Overview</b>	<b>Covered Topics</b>	<b>Who should attend from you agency</b>
<p><b>Data Collection Provider Relations</b> (800) 878-1313</p> <p>Training Available upon Request and as needed</p>	<p>This is the first training that individuals and organizational representatives should attend to learn the flow of InSyst client service data. Data Collection training provides guidelines for client data collection and data entry. It is a critical component of a provider's contract with ACBHCS.</p>	<ul style="list-style-type: none"> <li>• InSyst System- Overview</li> <li>• Client Referrals</li> <li>• Verifying Client Eligibility- Overview</li> <li>• Client Registration</li> <li>• Client Episodes</li> <li>• Service Entry- Direct, Indirect, MAA, FSP etc.</li> <li>• Disallowed Claims System</li> <li>• CSI Information</li> <li>• Invoicing and Deadlines</li> <li>• InSyst Reports</li> <li>• Reference Information/Terms and Definitions</li> </ul>	<p>Administrative Manager Clinical Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>
<p><b>Medi-Cal Eligibility Verification</b> Provider Relations (800) 878-1313</p> <p>Training Available upon request and as needed</p>	<p>This training teaches the methods and process of verifying client's eligibility. It is the responsibility of the provider to determine Medi-Cal eligibility for all clients on a monthly basis.</p>	<ul style="list-style-type: none"> <li>• Terminology</li> <li>• How to Verify Medi-Cal Eligibility- Internet</li> <li>• How to Verify Medi-Cal Eligibility- AEVS</li> <li>• MMEF Process</li> <li>• Medi-Cal Claim Process</li> <li>• Error Correction Report</li> <li>• SOC Procedures</li> <li>• Provider Responsibilities and Expectations</li> </ul>	<p>Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>
<p><b>InSyst Training</b> Information Systems (510) 567-8181</p> <p>Training is scheduled on an as needed basis</p>	<p>This is a hands on training for learning how to navigate and input client information into the InSyst system.</p>	<ul style="list-style-type: none"> <li>• Navigating through InSyst</li> <li>• Registration</li> <li>• Open/ Close Episodes</li> <li>• Service Entry</li> <li>• Reports</li> <li>• Utilization Review</li> </ul>	<p>Administrative Manager Business Office Manager Data Entry Staff Front Desk Clerical</p>

Training Session (BHCS Unit)	Overview	Covered Topics	Who should attend from you agency
<p>To enroll in training complete a User Authorization Form available online at:  <a href="http://www.acbhcs.org/providers/Insyst/Insyst.htm">www.acbhcs.org/providers/Insyst/Insyst.htm</a></p>			
<p><b>Medi-Medi Documentation Trainings</b>            Quality Assurance            (510) 567-8105</p> <p>Visit QA's website for their training schedule:  <a href="http://www.acbhcs.org/providers/QA/QA.htm">http://www.acbhcs.org/providers/QA/QA.htm</a></p>	<p>This training provides information on required clinical documentation and assists providers in their Compliance efforts.</p>	<ul style="list-style-type: none"> <li>• Clinical documentation</li> <li>• Coding</li> <li>• Timelines</li> <li>• Staffing</li> </ul>	<p>Management/ QA Staff, direct service staff, as determined by the Mental Health Plan</p>
<p><b>Clinical Quality Review Team (CQRT) Ongoing Training</b>            Quality Assurance            (510) 567-8105</p> <p>Visit QA's website for their training schedule:  <a href="http://www.acbhcs.org/providers/QA/QA.htm">http://www.acbhcs.org/providers/QA/QA.htm</a></p>	<p>This training provides a year-long commitment for providers. The group meets once per month for three hours, to review charts for compliance with Medi-Medi Documentation Standards, best clinical practices, and to authorize services.</p>	<ul style="list-style-type: none"> <li>• Medical Necessity</li> <li>• Medi-Medi Chart Documentation Standards</li> <li>• Quality of Services</li> <li>• Service Codes</li> </ul>	<p>Clinical Supervisors, Quality Assurance Directors, and/or lead staff who are Licensed LPHA, Waivered, or registered LPHA.</p>

### C. LETTER OF AGREEMENT (LOA) TEMPLATE

**Letter of Agreement  
Between  
(Agency Name)  
And  
XXXX Unified School District at XXX School Site**

This Letter of Agreement (“Agreement”), dated \_\_\_\_\_, 20\_\_ for purpose of reference, is made and entered into by XXXX (“Provider”) and the XXX School District (“District”), referred to collectively as the “Parties.” The parties agree:

#### 1. PURPOSE

This Agreement articulates and clarifies the roles, responsibilities and expectations of each Party in their support of the Alameda County Behavioral Health Care Services (BHCS) contracted service provider XXX who will provide Educationally Related Mental Health Services (ERMHS) in a Counseling Enriched Special Day Class (CESDC) setting to all students placed by the XXX School District in the CESDC classroom(s) at XXX School.

#### 2. TERM

This Agreement shall be valid from July 1, 20\_\_ to June 30, 20\_\_ and shall be renewed each year upon written agreement.

#### 3. BACKGROUND

Assembly Bill 3632 (AB 3632) was a law that required agencies to coordinate mental health services provided to students with disabilities. This law took effect in 1986, but the implementing regulations did not become final until July 1999. The law is contained in Government Code Sections 7570-7588 and the regulations are found in the California Code of Regulations Sections 60000-60610.

In October 2010, then California Governor Arnold Schwarzenegger initiated a line item veto of the AB3632 which started a process of dismantling the system that AB3632 built. Because the provision of mental health services is a Federal mandate through IDEA (Individuals with Disabilities Education Act), the responsibility falls to the school districts. In 2011, California Governor Jerry Brown included funding for AB3632 in his January budget, however, the May revise laid out alternative funding which directed the responsibility to the school districts. AB 3632 is now known as ERMHS.

Early Periodic Screening Diagnosis and Treatment (EPSDT) is a federal and state Medicaid health care program. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be under the age of 21, and meet Medical Necessity by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Since April 1,

2011, the school districts have been responsible for paying the total cost of ERMHS for students without Medi-Cal. Additionally, school districts are also now responsible for paying County/Local match for the ERMHS students with Medi-Cal.

**A. School District Agrees To:**

1. As able through the IEP process, place appropriate service level students into the school site ERMHS programs.
2. Provide an appropriate classroom at the school site where ERMHS students will attend daily.
3. Provide an appropriately placed Special Education teacher who will be responsible for providing daily educational services and supports to the ERMHS students.
4. Provide an Instructional Aide/Para Professional for each ERMHS classroom supported by the Provider.
5. Provide appropriate School District coverage in the event that District Teachers and/or Instructional Aides are absent from the school campus or there is a staff vacancy in the classroom.
6. Provide dedicated and confidential clinical space that meets the Medi-Cal guidelines in which the mental health clinician(s) can see students and families. Clinicians shall not share space with other staff persons during their designated service hours. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room).
7. Have a dedicated on-site school administrator and/or designee who can be the point of contact for ERMHS provider.
8. Have regular classroom team meetings with the ERMHS provider which include the teacher, aide, and other educational staff as needed.
9. Encourage parental/family involvement in the treatment process.

**B. ERMHS Provider agrees to do the following:**

1. Provide qualified mental health staff to support the ERMHS classroom(s) as outlined in their contract with Alameda County Behavioral Health Care Services.
2. Screen any child referred for ERMHS for EPSDT/Medi-cal service eligibility.
3. Strictly adhere to all Mandate Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.
4. Maintain the confidentiality of client/student information received in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Guidelines and signed release of information.
5. Communicate with school administration and/or designee of any immediate safety concerns resulting in a student being referred for a 5150 and/or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.
6. Periodically meet with school site and/or district level administration regarding the effectiveness of the ERMHS program at the school site.
7. Provider will follow all Alameda County documentation and claiming guidelines and keep all client files in locked cabinets as required by California Department of Mental Health and M/Cal guidelines.
8. Provider will follow QA guidelines and attend Clinical Quality Review Team (CQRT) meetings with respect to ongoing authorization for services.
9. Provider will participate in BHCS outcome measure collection and will share unique outcome measures that they collect with BHCS.

**C. ERMHS Provider Staffing**

1. Employees providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or credentialed.
2. ***Mental Health staff do not provide educational instruction; however, they may address emotional and behavior issues that may interfere with academic performance.***

3. Provider will supply a Program Director and a Clinical Director who will oversee the program and provide administrative and clinical supervision to the on-site Mental Health Staff.

**D. Building and Grounds**

1. The District is responsible for the facility and provides maintenance for the facility/classrooms, which is overseen by the respective site Principals.
  
2. Classroom furniture and basic furniture for the clinical office (desks, tables, and chairs) will be supplied by the District. Service Provider will supply and additional clinical furnishings, supplies and/or tools deemed necessary to provider services.
  
3. Phone lines will be supplied by the District.
  
4. The clinician's offices will need Internet and/or Wireless capability and access.
  
5. Provider will supply the clinical staff with computers, locking file cabinets and basic stationary.

**E. Both Parties Agree To:**

1. Problems identified by either the educational or mental health staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arrive. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team. (site principal, BHCS representatives, District Program Manager, Provider Clinical Program Manager)

By signing this LOA, both parties agree to all of the abovementioned items outlined in this document.

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**SBBH Agency Provider Name  
Manager/Director Name**

**SBBH Agency Program**

\_\_\_\_\_  
\_\_\_\_\_

**Name of School  
Name**

**School Administrator/Designee**

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**SBBH Agency Program Manager/ Director Signature  
Signature**

**School Administrator/Designee**