

**ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (ACBH)  
REQUEST FOR PRE-QUALIFICATION (RFPQ) 19-07  
SPECIFICATIONS, TERMS & CONDITIONS  
FOR  
HOUSING SUPPORT PROGRAM**

**INFORMATIONAL MEETING**

Date	Time	Location
<b>Wednesday May 29, 2019</b>	<b>3:00pm – 4:30 pm</b>	<b>Alameda County Behavioral Health 1900 Embarcadero Cove, Oakland Suite 101, Brooklyn Basin</b>

**PROPOSALS DUE**  
by 2:00 pm on Tuesday June 25,2019  
to  
1900 Embarcadero Cove Suite 205  
Oakland, CA 94606  
Proposals received after this date/time will NOT be accepted  
Contact: Rachel Garcia  
Email: [Rachel.Garcia2@acgov.org](mailto:Rachel.Garcia2@acgov.org) Phone: 510-383-1744

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## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Care Services (hereafter ACBH or County) to establish a pool of Services As Needed (SAN) contracts with eligible licensed adult residential facilities (ARF) or residential care facilities for the elderly (RCFE) operators to provide Housing Support Program (HSP) services to adults, ages 18 or older, living with a Serious Mental Illness (SMI) in Alameda County.

ACBH intends to establish SAN contracts with HSP providers whose response conforms to this Request for Pre-Qualification (RFPQ) and meets County requirements. At this time, ACBH has allocated \$4,500,000 per contract year for this ongoing program through Mental Health Services Act (MHSA) Community Support Services (CSS), and Substance Abuse and Mental Health Services Administration (SAMHSA) Community Mental Health Services Block Grant (MHBG) funding.

The SAN contracts resulting from this RFPQ process will be reimbursed on a monthly per client rate for ACBH referred clients based on the appropriate HSP Level of Care.

HSP Levels of Care	Client Needs	Monthly Reimbursement Per Client
1	Individuals requiring care and supervision and additional basic services.	\$1,000
2	Individuals requiring care and supervision services, basic services, and/or additional supports. Specifically, individuals that require <b>ONE</b> of the below services or supports: A. A physically accessible or non-ambulatory designated bed; B. Support with regular administration of injection medications; C. Intensive Activities of Daily Living (ADL)/ Instrumental ADL (IADL) support as determined by ACBH staff; OR D. Transitional Age Youth (TAY), ages 18 to 24, specific programming and environment as determined by ACBH staff	\$2,000
3	Individuals requiring care and supervision services, basic services, and additional support services. Specifically, individuals that require <b>TWO or MORE</b> of the following services or supports:	\$3,000

	<ul style="list-style-type: none"> <li>A. A physically accessible or non-ambulatory designated bed;</li> <li>B. Support with regular administration of injection medications;</li> <li>C. ADL/ IADL support as determined by ACBH staff; AND</li> <li>D. TAY specific programming and environment as determined by ACBH staff.</li> </ul>	
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Qualification of vendors will be performed by County staff with experience in HSP services and/or working with the priority population. These staff will evaluate and verify Bidder certification, licensure, and experience. Only qualified and approved Bidders will have the opportunity to provide contracted services.

ACBH will open the RFPQ process on a yearly basis to allow operators to become qualified as they became eligible. Approval may be requested throughout the annual contract term. The county does not guarantee any minimum or maximum dollar amount under this contract.

ACBH reserves the right to end a contract if/ when the awarded Contractor materially alters staff, deliverables, and outcomes any time after the contract award. The County is not obligated to award any contracts as a result of this RFPQ process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBH.

**B. BACKGROUND**

The United States Supreme Court Olmstead decision mandates that public agencies work to ensure that people with disabilities live in the most integrated, community-based setting appropriate to meet their needs and that clients should not be held in institutional settings in the absence of defined clinical needs for this level of care. HSPs help to address this mandate by providing housing services subsidy payments, service coordination and consultation, and training and technical support for licensed ARF and RCFE operators. The program also provides monthly housing services subsidy payments to SAN contractors licensed by the California Department of Social Services Community Care Licensing (CCL) division and approved by CCL to serve individuals living with a SMI. Individuals in the HSP priority population would benefit from care and supervision supports from a licensed community care provider to help them return to community life.

ACBH currently has HSP SAN contracts in place with 13 providers. This procurement process seeks to expand the ACBH pool of HSP SAN contracts and extend eligibility to new Bidders. With these changes, ACBH intends to expand client choice, increase operator compensation for higher levels of care, and expand the number of HSP contractors working with ACBH.

Through this RFPQ process, reimbursement rates will increase and additional HSP service levels will be included. The payment rates are based on client needs and supports to be provided, as outlined above, and on Section I.A. Intent on page 3.

### **C. SCOPE/PURPOSE**

Awarded HSP contractors serve clients as long as needed to support clients with care and supervision needs in a home environment, linking clients with needed health care services, and helping clients to participate and connect with community-based activities and social networks. The HSPs shall provide a program of care to accomplish the following goals:

- Reduce severity of mental health symptoms;
- Improve daily functioning;
- Improve overall health status;
- Obtain housing stability;
- Increase income and personal assets;
- Increase competitive employment rates;
- Increase community connections/social networks;
- Increase sense of purpose and meaning of life;
- Reduce tobacco use;
- Support clients in obtaining needed mental health, substance use, and primary care services;
- Meet care and supervision needs;
- Encourage engagement in community and wellness activities;
- Link with ACBH contracted Individualized Placement and Support (IPS) education and employment services; and
- Support individuals to move to more integrated and independent housing settings appropriate to meet their needs and goals.

HSPs shall provide individualized, person-centered supplemental services consistent with the philosophy, principles, and practices of the Recovery Vision for Mental Health as outlined in the Mental Health Services Act (MHSA). These key recovery concepts include: hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.

Supplemental Services shall include, but not be limited to, all of the following components, as specified in each client's Service Plan:

1. At time of entry, conduct care coordination treatment planning meeting. Include psychiatrist, medical provider and case/care manager, home operator/ staff, and client.
2. Coordinate employment, social, educational, and recreational supports for clients.
3. Allow for outside resources to better meet the needs of clients. This may include support groups, educational events, workshops, trainings, etc. provided by external providers or agencies to take place in the homes.
4. Organize social events for residents.

5. Provide or arrange transportation to meet the client's health needs and for other activities of interest and value to clients.
6. Encourage clients to take increasing responsibility for their own treatment by supporting self-established goals.
7. Encourage the client's use of public transportation, use of leisure time in a constructive manner, and maintenance of adequate hygiene and grooming.
8. Assist the client to learn social relationship skills, such as communication with others and the appropriate expression of thoughts and feelings.
9. Participate with County and County-Contracted staff meetings in the facility.
10. Assist clients in developing skills of budgeting, personal shopping, monetary transactions, menu planning, and shopping for, and the preparation of basic meals with the goal of supporting clients toward greater living independence over time.
11. Assist clients in becoming responsible for self-medication, as prescribed by their treating provider.
12. Provide close supervision of, and intensive interactions with, clients who require the management of difficult behavioral problems, consistent with the client's service plan.

In collaboration with County and County-contracted service providers, Supplemental Services shall also support and encourage clients to:

1. Identify and secure more independent living arrangements over time through a variety of strategies including, but not limited to, support with completing affordable housing applications, cultivating relationships with potential housemates, and fostering the development of community living skills.
2. Pursue educational and employment opportunities.
3. Increase their financial independence and personal assets.
4. Address substance use disorders including, but not limited to, nicotine and alcohol dependence.

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

To be eligible to participate in this RFPQ process, Bidders must meet the appropriate Bidder Minimum Qualifications for the level/s of care applying for.

If submitting to provide **Level 1** services, Bidders must meet the following Bidder Minimum Qualifications:

- Demonstrate current ARF or RCFE<sup>1</sup> licensure through the CCL<sup>2</sup>;
  - Submit a copy of current licensure through CCL;
- Provider must not have any unresolved Type A or B Citations with CCL<sup>3</sup>; and

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<sup>1</sup> Residential Care Facility for the Elderly required for sites serving clients ages 60 and over.

<sup>2</sup> Additional information on Community Care Licensure:

<https://www.cdss.ca.gov/inforesources/Community-Care-Licensing>

<sup>3</sup> ACBH will verify any unresolved A or B Citations with CCL;

- Demonstrate capacity to serve individuals living with a SMI<sup>4</sup>.

If submitting to provide **Level 2** services, Bidders must meet the following Bidder Minimum Qualifications:

- Demonstrate current ARF or RCFE licensure through CCL;
- Provider must not have any unresolved Type A or B Citations with CCL;
- Demonstrate capacity to serve individuals living with a SMI;
- Depending on population to be served, Bidder must demonstrate **one** of the following:
  - Non-ambulatory bed certification from CCL;
  - Capacity to administer injection medications for residents as verified by CCL;
  - Demonstrated experience providing ADL/ IADL support; OR
  - Demonstrated experience and programming<sup>5</sup> to serve TAY.

If submitting to provide **Level 3** services, Bidders must meet the following Bidder Minimum Qualifications:

- Demonstrate current ARF or RCFE licensure through Community Care Licensure;
- Provider must not have any unresolved Type A or B Citations with CCL;
- Demonstrate capacity to serve individuals living with a SMI; and
- Depending on populations to be served, Bidder must demonstrate **two** of the following:
  - Non-ambulatory bed certification from CCL; OR
  - Capacity to administer injection medications for residents as verified by CCL;
  - Demonstrated experience providing ADL/ IADL support; AND/OR
  - Demonstrated experience and programming to serve TAY.

Bidders are eligible to participate in the RFPQ process if they meet the Bidder Minimum Qualifications. ACBH will disqualify proposals that do not demonstrate that Bidder meets the specified Bidder Minimum Qualifications. Disqualified proposals will not be eligible for contract under this RFQ. ACBH has the right to accept all or part of the proposed program model at its discretion.

## **E. SPECIFIC REQUIREMENTS**

The scope of work for **ALL** SAN contracts for this RFPQ will include conformance with all of the following:

- Cooperate with County and County-contracted service provider staff in developing a facility program to meet the goals, objectives, and activities outlined in the client's service plan subsequent to referral and authorization by the County. The service plan shall be developed collaboratively with the client and the facility administrator by the County's designated case manager or other service provider;

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<sup>4</sup> Bidders shall provide a narrative description of staff training, experience, and/or plans to serve individuals with SMI.

<sup>5</sup> Examples of information to include: schedule of activities, proposed programming and/or activities, and/or description or visual of layout or TAY specific unit/s.

- Participate in the County’s monthly HSP training and support activities;
- Obtain and document a minimum of 20 hours of training per year for supervisory staff in relevant mental health programming provided by or approved by the County;
- Maintain individual client records in accordance with CCL and County requirements<sup>6</sup>. In addition to CCL requirements, the County requires that all client records maintained at the facility contain, at a minimum, the following names and current contact information for each of the residents residing in County-designated beds:
  - Health insurance and health insurance plan;
  - Primary care medical provider;
  - Psychiatrist;
  - Case manager/service coordinator;
  - Pharmacy;
  - Emergency contact(s).

In addition, the County requires that all client files for residents in County-designated beds contain a copy of an updated service plan on each resident developed collaboratively with their case manager/ service provider. At a minimum, this plan must be updated by the case manager/ service provider on an annual basis and for significant life events that impact the resident.

- Allow access to the facility by County, County-Contracted, and State staff for client assessment, monitoring, record review, consultation, and additional on-site supportive programming for residents;
- Maintain the capability to meet the specialized needs of TAY, adults, and older adults living with a SMI, as identified by the County and in the facility’s program plan;
- Participate in the County’s data collection and reporting via the completion and submission of a monthly reporting template to their designated HSP liaison; and
- Non-Federal entities which expend annual funds from any source through the County in an amount of:
  - \$100,000 or more must have a financial audit<sup>7</sup> in accordance with the US Comptroller General’s Generally Accepted Government Auditing Standards (GAGAS) covering all County programs<sup>8</sup>;
  - Less than \$100,000 are exempt from these audit requirements.

If submitting for **Level 2 and/or 3 services**, in addition to the above, Level 2 and Level 3 awarded Contractors must conform to the following as appropriate:

- ACBH will review requests for clients requiring Level 2 or 3 services and approve, as appropriate;
- Sites serving clients with limited mobility must demonstrate approval from CCL for caring for non-ambulatory clients;

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<sup>6</sup> Please reference Section III.C. Exhibit E – HIPPA Business Associate Agreement for more information.

<sup>7</sup> Please reference Section III. B. Exhibit D - Audit Requirements for more information.

<sup>8</sup> ACBH reserves the right to withhold payments to Contractors if Contractor does not submit required audit report.

- Providers serving TAY, shall provide age appropriate programming. This may include providing educational workshops, youth-focused recreational opportunities, linking TAY with appropriate outside supports, etc;
- Providers serving clients needing injections, must maintain appropriate staffing and supervision and approval from CCL;
- Providers serving clients requiring a higher level of staffing to meet functional needs must maintain appropriate staffing and equipment to help with daily hygiene needs, transportation, toileting, etc.; and/or
- Providers serving clients at risk for increased self-harm or harm to others must maintain appropriate staffing and support to meet their needs in collaboration with ACBH and its contracted providers.

## II. INSTRUCTIONS TO BIDDERS

### A. COUNTY CONTRACTS

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

The ACBH 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 RFPQ and any Addenda.

The evaluation phase of the 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:

Rachel Garcia  
1900 Embarcadero Cove, Suite 205  
Oakland, CA 94606  
Email: Rachel.Garcia2@acgov.org

**B. CALENDAR OF EVENTS**

Event	Date/Location		
Request for Proposals (RFPQ) Issued	Thursday May 16, 2019		
Bidder's Written Questions Due	By 5:00 pm on the day of 2 <sup>nd</sup> Bidder's Conference – ACBH strongly encourages Bidders to submit written questions earlier.		
Information Session	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Wednesday May 29, 2019</td> <td style="width: 50%;">3:00 pm - 4:30 pm 1900 Embarcadero Cove, Oakland Suite 101 Brooklyn Basin</td> </tr> </table>	Wednesday May 29, 2019	3:00 pm - 4:30 pm 1900 Embarcadero Cove, Oakland Suite 101 Brooklyn Basin
Wednesday May 29, 2019	3:00 pm - 4:30 pm 1900 Embarcadero Cove, Oakland Suite 101 Brooklyn Basin		
Questions and Answers Issued	Wednesday June 5, 2019		
<b>Responses Due</b>	<b>By 2:00 pm on Tuesday June 25, 2019</b>		
Award Date	Thursday July 19, 2019		
Board Agenda Date	October 2019		
Contract Start Date	October 1, 2019		

**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: 624229, 623312.

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. SUBMITTAL OF PROPOSALS/BIDS**

1. All proposals must be received either electronically or original hardcopy, by ACBH **no later than 2:00 pm on the due date and location specified on the RFPQ cover and Calendar of Events in this RFPQ**. ACBH cannot accept late and/or unsealed proposals. If hand delivering proposals, please allow time for parking and entry into building.

ACBH shall only accept proposals at the address and by the time indicated on the RFPQ 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.

The 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.

Bidders shall ensure that proposals are:

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

2. Bidder agrees and acknowledges all RFPQ specifications, terms and conditions and indicates ability to perform by submission of proposal.
3. Submitted proposals shall be valid for a minimum period of eighteen months.
4. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
5. 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 RFPQ 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.).
6. All other information regarding proposals shall be held as confidential until such time as ACBH has completed its 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 ACBH website.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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).
12. 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.

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

Bidders shall use the provided MS Word Bid Response Template to address and complete your proposals. The person(s) administering the competitive process will review each proposal for completeness against the RFPQ requirements and ensure that responses conform to the **total page maximums indicated in the Bid Template, excluding attachments and exhibits.**

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 RFPQ and any Addenda shall be deemed incomplete and may be rejected.

**Proposals shall be complete, substantiated, concise and specific to the information requested. Any superfluous and unrequested material submitted with the bid will be removed and will not be viewed by the Evaluation Panel. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at ACBH sole discretion.**

#### **F. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder ("Contractor"), 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 RFPQ 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 also reserves the right to re-bid these programs if it is determined to be in its best interest to do so.**

#### **G. AWARD**

1. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFPQ 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.
2. Any proposal that contains false or misleading information may be disqualified by the County.
3. The County reserves the right to award to a single or multiple Contractors.
4. The County has the right to decline to award a contract in whole or any part thereof for any reason.
5. BOS approval to award a contract is required.

6. A contract must be negotiated, finalized, and signed by the intended awardee prior to BOS approval.
7. Final terms and conditions shall be negotiated with the Bidders recommended for award. The successful Bidders may request a copy of the Master Agreement template from the ACBH RFPQ contact. The template contains the agreement boilerplate language only.
8. The RFPQ 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 RFPQ.

#### **H. 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.

#### **I. INVOICING**

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

#### **J. NOTICE OF INTENT TO AWARD**

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

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

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

- The name of the Bidders being recommended for contract award;
- The core service categories and HSP level(s) of care the Bidder is approved for, if any; and
- The names of all other Bidders that submitted proposals.

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

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

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

#### **K. TERM/TERMINATION/RENEWAL**

The term of the contract, which may be awarded pursuant to this RFPQ, 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 ACBH.

### III. APPENDICES

#### A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHCS and Contractor.
ACBH	Alameda County Behavioral Health Care Services, a department of the Alameda County Health Care Services Agency.
ADL	Activity(ies) of Daily Living are activities in which people engage on a day-to-day basis. There are everyday personal care activities that are fundamental to caring for oneself and maintaining independence.
ARF	Adult Residential Facility
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFPQ.
Board	Shall refer to the County of Alameda Board of Supervisors.
CCL	Community Care Licensing
Client	The recipient of services; used interchangeably with beneficiary and consumer.
Consumer	The recipient of services; used interchangeable with beneficiary and consumer.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
Federal	Refers to United States Federal Government, its departments and/or agencies.
HSO	Housing Services Office
HSP	Housing Support Program
IADL	Instrumental Activity of Daily Living are activities related to independent living and are valuable for evaluating persons with early-stage disease, both to assess the level of disease and to determine the person's ability to care for himself or herself.
IPS	Individualized Placement and Support
Level 1	HSP services for individuals requiring care and supervision and additional basic services.
Level 2	HSP services for individuals requiring case and supervision services, basic services, or additional supports. Specifically individuals that require one of the following services or supports: an accessible or non-ambulatory designated bed, more intensive ADL/ IADL support, TAY specific programming, or support with regular administration of injection medications.

Level 3	Highest level of HSP services for individuals requiring care and supervision services, basic services, and additional supports. Specifically individuals that require two or more of the following services or supports: accessible or non-ambulatory designated bed, more intensive ADL/ IADL support, TAY specific programming, and/or support with regular administration of injection medications.
MHBG	Community Mental Health Services Block Grant
Mental Health Services	Individual, family or group services or interventions that are designed to provide information on mental health issues, reduction of mental disability and/or improvement or maintenance of functioning.
Mental Health Services Act (MHSA)	Proposition 63, also known as the Mental Health Services Act, passed by the California voters in November 2004. The MHSA provides funding to counties to expand mental health services to those who are unserved or underserved.
Outcomes	The extent of change in attitudes, values, behaviors, or conditions between baseline measurement and subsequent points of measurement. Depending on the nature of the intervention and the theory of change guiding it, changes can be short, intermediate, and longer-term outcomes.
Proposal	Shall mean Bidder's response to this RFPQ; used interchangeably with bid.
Qualified	Competent by training and experience to be in compliance with specified requirements.
Rate based	Reimbursement method in which providers are paid for services performed based on a negotiated or provisional rate.
RCFE	Residential Care Facility for the Elderly
Request for Pre-Qualifications (RFPQ)	Shall mean this document, which is the County of Alameda's request for pre-qualifications to provide the services being solicited herein; also referred herein as RFPQ.
Response	Shall refer to Bidder's proposal submitted in reply to RFPQ.
SAMHSA	Federal government department known as the Substance Abuse and Mental Health Services Administration
SAN	Services as Needed
SLEB	Small Local Emerging Business
SMI	ACBH defines a Serious Mental Illness to be a condition associated with a diagnosis within the DSM-IV-TR (or latest authorized and required version of the DSM) that meets the medical necessity criteria as specified in the California Code of Regulations, Title 9, Chapter 11, Sections 1820.205(a)(1) for Psychiatric Inpatient Hospital Services and 1830.205(b)(1) for Specialty Mental Health Services. Same definition as Major Mental Disorder.
State	Refers to State of California, its departments and/or agencies.
TAY	Transitional Age Youth, ages 18 to 24

**B. EXHIBIT D: AUDIT REQUIREMENTS**

**Exhibit D  
Audit Requirements**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

**I. AUDIT REQUIREMENTS**

**A. Funds from Federal Sources:**

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

**B. Funds from All Sources:**

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

**II. AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County

supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

**B. For Audits other than Single Audits**

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

**III. AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

**IV. ADDITIONAL AUDIT WORK**

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

## **C. EXHIBIT E: HIPAA BUSINESS ASSOCIATE AGREEMENT**

### **Exhibit E**

#### **HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and \_\_\_\_\_, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

#### **I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

#### **II. STANDARD DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

#### **III. SPECIFIC DEFINITIONS**

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term

“business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

*Covered Entity.* “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information.* “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations.* “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

#### **IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate

- shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

## VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents

of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

## VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

**D. EXHIBIT B: INSURANCE REQUIREMENTS**

Insurance certificated are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements state din the RFPQ, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda, which meets the minimum insurance requirements, as stated in the RFPQ.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFPQ:

**\*\*\*SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS\*\*\***

### EXHIBIT C: COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors Hayward, Oakland, and San Lorenzo Unified School Districts, their respective Boards or Councils, the individual members thereof, and all County and School officers, agents, employees and volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.	
<ol style="list-style-type: none"> <li>1. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>2. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>3. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>4. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>5. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>6. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>7. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**E. BID SUBMISSION CHECKLIST**

***BID SUBMISSION CHECKLIST***

All of the specific documentation listed below is required to be submitted with the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- Bid Response Template:**  
Bidder should complete all sections of this document:
  - Title Page
  - Copy of Current Adult Residential or Residential Care Facility for the Elderly Licensure
  - Demonstrate capacity to serve individuals living with a SMI.
  - Supporting documents if applying to provide Level 2 or Level 3 services or supports as outlined in the Title Page
  
- Exhibit A: Bidder Information and Acceptance:**  
Bidders must select one box under Item 10 of Exhibit A Bidder Information and Acceptance Form and must fill out and submit a **signed** page of Exhibit A.
  
- Exhibit C: Exceptions, Clarifications, Amendments:**  
Indicate all of Bidder exceptions to the County's requirements, conditions and specifications as stated within this RFPQ. This shall include clarifications, exceptions and amendments, if any, to the RFPQ and associated Bid Documents, and shall be submitted with your bid response using the template in Exhibit A – Bid Response Packet.  
THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.
  
- SLEB Partnering Information Sheet:**  
Every Bidder must fill out and submit a signed SLEB Partnering Information Sheet in the Bid Template, indicating their SLEB certification status. If Bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

## **F. EXHIBIT A: BIDDER INFORMATION AND ACCEPTANCE**

### **Bidder Information and Acceptance**

1. The undersigned declares that the proposal documents, including, without limitation, the RFPQ, Addenda and Exhibits have been read and accepted.
2. The undersigned declares that he/she is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the RFPQ's specifications, terms & conditions.
3. The undersigned has reviewed the proposal documents and fully understands the requirements in this proposal including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, to the County, and agrees that its proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the proposal.
4. The undersigned also agrees to follow the Bid Protests / Appeals Process.

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

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

Bid Protests from any Bidder related to this RFPQ must be submitted in writing to the ACBH Director located at 2000 Embarcadero Cove, Suite 400, Oakland, CA 94606 Fax: 510.567.8180, before 5:00 p.m. of the **fifth (5<sup>th</sup>)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, not the date it is received by the Bidder**. Any Bid Protest received after 5:00 p.m. shall be considered received as of the next business day.

- The Bid Protest must contain a complete statement of the reasons and facts for the protest.
- The Bid Protest shall refer to the specific portions of documents that form the basis for the protest.
- The Bid Protest shall include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- ACBH shall transmit a copy of the Bid Protest to all Bidders as soon as possible after receipt of the protest.

Upon receipt of written Bid Protest, the ACBH Director, or designee shall review and evaluate the protest and issue a written decision. The ACBH Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as determined appropriate by the ACBH Director) to discuss the Bid Protest. The decision on the proposal

protest shall be issued at least ten (10) business days prior to the date the Board is considering the recommendation and award of contract.

The decision on the Bid Protest shall be communicated by e-mail, fax, or US Postal Service mail, and shall inform the Bidder whether or not the recommendation to the Board of Supervisors as stated in the Notice of Intent to Award is going to change. A copy of the decision shall be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid Protest if a decision on the Bid Protest could have resulted in the Bidder not being the recommended successful Bidder on the RFP.

The decision of the ACBH Director on the Bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: 510.272.6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose proposal is the subject of the Bid Protest, all Bidders affected by the ACBH Director's decision on the Bid Protest, and the protesting Bidder have the right to appeal if not satisfied with the ACBH Director's Bid Protest decision. **All Appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the ACBH Director, not the date received by the Bidder.** Appeals received after 5:00 p.m. is considered received as of the next business day.

- The Appeal shall specify the Bid Protest decision being appealed and all the facts and circumstances relied upon in support of the Appeal.
- In reviewing Appeals, the OCCR shall not re-judge the proposals. The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
- The Appeal to the OCCR also shall be limited to the grounds raised in the original Bid Protest and the decision by the ACBH Director. As such, a Bidder is prohibited from stating new grounds for a Bid Protest in its Appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
- The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- The decision of the Auditor-Controller's OCCR is the final step of the Appeal process. A copy of the decision of the Auditor-Controller's OCCR shall be furnished to the protestor, the Bidder whose proposal is the subject of the Bid protest, and all Bidders affected by the decision.

The County shall complete the Bid Protest/Appeal procedures set forth in this before a recommendation to award the contract is considered by the Board of Supervisors.

The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid Protest and Appeal procedures shall be deemed a failure to exhaust administrative

remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code Claim or legal proceedings.

5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:

- **Debarment / Suspension Policy:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>
- **Iran Contracting Act (ICA) of 2010:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>
- **General Environmental Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm>
- **Small Local Emerging Business Program:** <http://acgov.org/auditor/sleb/overview.htm>
- **First Source:** <http://www.acgov.org/auditor/sleb/sourceprogram.htm>
- **Online Contract Compliance System:** <http://acgov.org/auditor/sleb/elation.htm>
- **General Requirements:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>
- **Proprietary and Confidential Information:**  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

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

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

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

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

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

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

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

**G. EXHIBIT C: EXCEPTIONS, CLARIFICATIONS, AMEDMENTS**

***This shall include clarifications, exceptions and amendments, if any, to the RFPQ and associated Bid Documents, and shall be submitted with your bid response using the template on this page of the Exhibit A – Bid Response Packet. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.***

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFPQ and associated proposal, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

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

\*Print additional pages as necessary

**H. SLEB PARTNERING INFORMATION SHEET**

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below. Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

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

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

<input type="checkbox"/> <b>BIDDER IS A CERTIFIED SLEB (sign at bottom of page)</b> <b>SLEB BIDDER Business Name:</b> _____ <b>SLEB Certification #:</b> _____ <b>SLEB Certification Expiration Date:</b> _____ <b>NAICS Codes Included in Certification:</b> _____
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<input type="checkbox"/> <b>BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:</b> _____ <b>SLEB Subcontractor Business Name:</b> _____ <b>SLEB Certification #:</b> _____ <b>SLEB Certification Expiration Date:</b> _____ <b>SLEB Certification Status:</b> <input type="checkbox"/> Small / <input type="checkbox"/> Emerging <b>NAICS Codes Included in Certification:</b> _____ <b>SLEB Subcontractor Principal Name:</b> _____ <b>SLEB Subcontractor Principal Signature:</b> _____ <b>Date:</b> _____
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**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

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

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_

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